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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 22nd May, 2025

No. LD-2025/6621.—In exercise of the powers conferred by sub-section (3) of Section 3 of the National Security Act, 1980, the Administrator, Union Territory, Chandigarh, hereby directs, the District Magistrate, Chandigarh, to make orders, directing any person to be detained under the said Act, with a view to preventing him/her from acting in any manner prejudicial to the security of the State or from acting in any manner prejudicial to the maintenance of public order or from acting in any manner prejudicial to maintenance of supplies and services essential to the community.

This Notification shall remain in force for a period of three months, with effect from 26.05.2025.

(By order of the Administrator)

RAJEEV VERMA, I.A.S.,
Chief Secretary,
Union Territory, Chandigarh

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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Order

The 19th May, 2025

No. 22/4/22-IH(6)-2025/6477.—In supersession of Chandigarh Administration, Home Department Notification bearing No.22/4/22-IH(6)-2022/2339, dated 09.02.2022, the Administrator, Union Territory, Chandigarh is pleased to re-constitute the Museum and Art Acquisition Committee for the purchase of paintings and other objects of art for the Government Museum and Art Gallery, Chandigarh for a period of three years i.e. 2025-26, 2026-27 and 2027-28 consisting of the following members :-

- | | | |
|----|---|----------|
| 1. | Director,
Govt. Museum and Art Gallery,
Chandigarh. | Chairman |
| 2. | Representative of
Director General,
National Museum, New Delhi. | Member |
| 3. | Prof. Deepak H. Kannal,
A 301, Sai Samarth Apartments,
Morey Colony, Manjalpur
Vadodara-390011 | Member |
| 4. | Dr. Usha Bhatia
H. No. 417, Sector 17, Panchkula | Member |
| 5. | Chairman,
Department of Ancient Indian History,
Culture and Archaeology,
Panjab University, Chandigarh. | Member |
| 6. | Superintending Archaeologist,
Archaeological Survey of India,
Chandigarh Circle. | Member |
| 7. | Chairman,
Chandigarh Lalit Kala Akademi. | Member |
| 8. | Dr. A.D. Alhuwalia,
Prof. (Retd) Dept of Geology,
Panjab University,
H.No. 1501, Sector 49B, Chandigarh. | Member |
| 9. | Dr. Shailka Mishra, 1-2-214/6,
Gagan Mahal Road,
Opp. GHMC Ward Office,
Hyderabad-500029. | Member |

2. The out-station members shall be paid travelling allowance/daily allowance as admissible under the rules.

3. The Headquarters of the committee shall be at Chandigarh.

Chandigarh, dated
The, 16th May, 2025.

MANDIP SINGH BRAR, IAS,
Secretary Culture,
Chandigarh Administration.

CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 19th May, 2025

No. 9/11/1-IH(6)-2025/6482.—The Administrator, Union Territory, Chandigarh is pleased to extend the tenure of the Museum Advisory Committee constituted vide this Administration's notification No. 9/11/1-IH(6)-2025/7519 dated 28.07.2020 for advising Chandigarh Administration in the working and development of the Government Museum and Art Gallery, Chandigarh, till 31.12.2025 except one member i.e. Dr. B.N Goswamy who has passed away.

2. The out-station members shall be paid travelling allowance/daily allowance as per the terms and conditions contained in the Government of India, Ministry of Finance O.M.No.F-6(26)-FIV/59, dated 5th September, 1960, as amended from time to time.

Chandigarh, dated
The, 24th March, 2025.

MANDIP SINGH BRAR, IAS,
Secretary Culture,
Chandigarh Administration.

STATE LEGAL SERVICES AUTHORITY, UNION TERRITORY,
CHANDIGARH

Notification

The 21st May, 2025

No/SLSA/UT/2025/1063.—In exercise of the powers conferred by Section 8-A of the Legal Services Authorities Act, 1987(Central Act 39 of 1987), the State Legal Services Authority, Union Territory, Chandigarh in consultation with the Hon'ble Chief Justice of the Punjab and Haryana High Court at Chandigarh hereby nominates Hon'ble Mr. Justice Sudhir Singh, Judge, Punjab and Haryana High Court as Chairman of the High Court Legal Services Committee with effect from 18.05.2025 and to make following amendment in the State Legal Services Authority's notification bearing No.SLSA/UT/2025/5031 dated the 13th January, 2025, namely :-

AMENDMENT

In the said notification, for clause 8A(2) (a) and the entry relating thereto, the following shall be substituted, namely :-

"2(a) Hon'ble Mr. Justice Sudhir Singh"

(Sd.) . . . ,

SAMPREET KAUR,
Member Secretary,
State Legal Services Authority,
Union Territory, Chandigarh.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 19th May, 2025

No. 514950-HII(2)-2025/7588.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **17/2023** dated **20.03.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RAM SHANKER S/O SH. BANSI LAL, H.NO. 414, NEAR SAI BABA MANDIR, RAVINDRA ENCLAVE, PHASE – 1, BALTANA, DISTRICT MOHALI. (WORKMAN)

AND

M/S BROTHERS ASSOCIATES, PLOT NO. 296, PHASE – II, INDUSTRIAL AREA, CHANDIGARH THROUGH ITS PROPRIETOR. (MANAGEMENT)

AWARD

1. Ram Shankar, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that claimant-workman (*here-in-after 'workman'*) was appointed by the respondent-management (*here-in-after 'management'*) as *Karigar* on 01.07.2003. The workman remained in the continuous and uninterrupted employment up to 01.07.2021, when his services were illegally and wrongfully terminated by the management by refusing of work. The workman was drawing ₹ 11,000/- as wages per month. The wages of the workman were paid through Bank of Baroda. On 02.07.2021, the workman went to attend his normal duty but he was refused work by the management without assigning any reason and notice. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. The management has also violated Section 25G of the ID Act. The person junior to the workman was retained in service and the services of the workman were terminated. The management has also appointed new person in workman's place after his termination. Violation of the same makes the termination void. For his reinstatement the workman served upon the management a demand notice dated 06.07.2021. The management neither replied to the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer was asked for his intervention but the dispute could not be settled within the stipulated period. The action of the management in terminating the services of the workman is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. The workman remained unemployed during the period i.e. from the date of termination till date. Prayer is made that the workman may be reinstated with continuity of service along with full back wages and all attendant benefits without any change in his service conditions.

3. On notice, management contested the claim statement by filing written statement / written reply dated 04.08.2023 (filed on 07.08.2023) wherein preliminary objections are raised on the ground that claim of the workman deserves outright dismissal as he failed to prove his identity before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T, Chandigarh as a specific query was raised qua the same. The workman was failed to produce any of the following documents as the same are important for the proper adjudication of the present matter, hence the workman should produce the following document viz :-

- a) Appointment letter – pertaining to his claim that workman has been working since year 2003.
- b) Aadhar card.
- c) Identity card issued by the management.
- d) Qualification proof on the basis of which the ‘workman’ is claiming to be a skilled *Karigar*.
- e) Bank Account details in which the ‘workman’ is taking his salary.

Besides, the workman has no locus-standi. It is out-rightly denied that the ‘workman’ namely ‘Ram Shankar’ was ever employed with the answering management.

4. Further on merits, it is admitted to the extent that workman had served demand notice dated 06.07.2021, upon the management before Assistant Labour Commissioner-cum-Conciliation Officer, U.T, Chandigarh, however the dispute could not be settled as the workman was unable to produce any of the documents mentioned above in the preliminary objections. The workman namely Ram Shankar has never been employed with the management as a skilled *Karigar* and the claim of the workman is bogus. Rest of the averments of claim statement are denied as false and vague. Prayer is made that claim of the workman may be dismissed.

5. Workman filed rejoinder dated 13.10.2023, where in reply to the preliminary objections, it is stated that all the required documents related to appointment were produced and shown to the management before the Conciliation Officer, U.T. Chandigarh. With regard to the documents (a) to (e) it is replied as below :-

- | | |
|---|--|
| a) Appointment letter | Never issued by the management. |
| b) Aadhar Card | Copy of Aadhar card was enclosed with the demand notice. |
| c) Identity card issued by the management | No identity card was ever issued by the management. |
| d) Qualification on the basis of which the workman is claiming to be a Skilled <i>Karigar</i> | No need of any qualification only experience matters. |
| e) Bank account detail in which the workman was taking salary. | Bank account detail was shown to the management before Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh when the conciliation proceedings were in progress. |

Rest of the contents of written statement / written reply are denied as wrong and incorrect. It is specifically stated that the workman was a regular employee of the management. The averments of the claim statement are reiterated.

6. From the pleadings of the parties, following issues were framed vide order dated 13.10.2023 :-

1. Whether the services of the workman were terminated illegally ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled to reinstatement with continuity of service, full back wages and all attending benefits, as prayed for? OPW
3. Whether the workman has no locus-standi? OPM
4. Relief

7. In evidence workman Ram Shankar examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with copy of his passbook bearing account No.49280100006624 maintained with Bank of Baroda Branch Phase – II, Industrial Area, Chandigarh containing entries from 29.10.2020 to 21.05.2021 vide **Exhibit 'W1'**.

8. On 04.09.2024 Learned Representative for the workman closed evidence in affirmative.

9. On the other hand, management examined MW1 – Ashish Kishore, Proprietor of M/s Brothers Associated who tendered his affidavit Exhibit 'MW1/A' along with copies of documents i.e. salary receipts for the month of January, 2021, February, 2021 and March, 2021 paid to the workman vide **Exhibit 'M1'** to **Exhibit 'M3'** respectively. It is pertinent to mention here that original of Exhibit 'M1' to Exhibit 'M3' were produced at the time of recording testimony of MW1 which were seen and returned.

10. On 22.10.2024 Sh. Ashish Kumar – Proprietor closed oral evidence of management. Thereafter, the workman moved an application dated 05.12.2024 to lead additional evidence which was allowed vide order dated 22.01.2025 of this Court.

11. In additional evidence, Learned Representative for the workman tendered copy of certificate dated 05.08.2017 issued by Ashish Kishore, Authorised Signatory for Brothers Associated relating to Ram Shankar @ Manoj Kumar vide **Exhibit 'W3'** and copy of statement of Account No.49280100006624 for the period w.e.f. 01.04.2018 to 09.09.2024 maintained by the workman with Bank of Baroda, Phase – II, Industrial Area, Chandigarh vide **Exhibit 'W4'**. Learned Representative for the workman closed additional evidence of the workman (documents Exhibit 'W3' and Exhibit 'W4' are objected to on the ground of mode of proof and admissibility. Objection was kept open to be decided at the time of arguments).

12. The management was provided an opportunity to lead documentary / evidence in rebuttal to workman's additional evidence but no further evidence was adduced by the management. On 12.03.2025 Learned Representative for the management closed documentary evidence.

13. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise finding are as below :-

Issues No. 1 to 3 :

14. All these issues are taken up together being inter-connected and in order to avoid repetition of discussion.

15. Onus to prove issue No.1 & 2 is on the workman and onus to prove issue No.3 is on the management.

16. To prove the claim, workman Ram Shankar examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of statement of claim in toto which are not reproduced here for the sake of brevity. To support his oral version of AW1, Learned Representative for the workman referred documents Exhibit 'W1' to Exhibit 'W4'.

17. On the other hand, Learned Representative for the management referred testimony of MW1 Ashish Kumar – Proprietor of M/s Brothers Associated, who vide his affidavit Exhibit 'MW1/A' deposed that he is sole Propreitor of the management under consideration i.e. Brothers Associates, Plot No.296, Industrial Area, Phase – II, Chandigarh. MW1 further deposed that he never employed any workman in the name of Ram Shankar S/o Banshi Lal, rather the workman was employed under the name of Manoj Kumar and it is the workman who signed his salary receipt slips in this name only, the said fact has already been admitted by the workman in his evidence, which also proves his dual identity. Nothing is due to be paid to the workman as he has signed the full and final receiving of his dues. MW1 further deposed that no payment of the workman was ever due towards the management as alleged in his statement of claim as the workman had

proceeded for leave for a period of about 3 months and did not rejoin work after that to which the management suffered losses being short of labour. The workman proceeded for unpaid leaves as soon as he received his dues / salary for the month of March, 2021. MW1 supported his oral version with documents Exhibit 'M1' to Exhibit 'M3'.

18. From the oral as well as documentary evidence led by the parties, it comes out that the workman has alleged that he as Ram Shankar was employed as *Karigar* with the management for the continuous period w.e.f. 01.07.2003 to 01.07.2021 and he was getting his monthly salary in his bank account maintained with Bank of Baroda as detailed in the statement of account Exhibit 'W4'. Learned Representative for the workman argued that on 02.07.2021 management verbally refused work to the workman without assigning any reason and notice which is retrenchment under Section 2(oo) of the ID Act. Besides, at the time of termination of services of the workman, the management has not complied with the provisions of Section 25G and Section 25H of the ID Act. Thus, termination of services of the workman is illegal.

19. On the other hand, Learned Representative for the management argued that management never employed the workman with his name Ram Shankar S/o Banshi Lal, rather the workman was employed with his name Manoj Kumar. The workman has maintained dual identity. The workman received wages for the month of January, 2021, February, 2021 and March, 2021 with his signatures as Manoj Kumar on the wage slip Exhibit 'M1' to Exhibit 'M3'. No payment is due to the workman as he has received his full & final dues under his signatures. It is further argued by Learned Representative for the management that the workman has proceeded on leave for a period of three months and did not join thereafter, due to which the management suffered losses being short of labour. The workman proceeded for unpaid leaves as such he received his dues / salary for the month of March, 2021.

20. From the above-mentioned arguments of the parties, it emerges that workman has alleged that his name is Ram Shankar and he was employee of the management as Ram Shankar. On the other hand, the management has alleged that the workman was deployed with the management with his name Manoj and not Ram Shankar. But the fact remains admitted that the workman was an employee of the management. The identity of workman as an employee of the management is not disputed but the name of the workman is disputed. Learned Representative for the workman had put workman's photograph Exhibit 'W2' to MW1 in his cross-examination. In this regard, MW1 in his cross-examination stated that he has seen photograph Exhibit 'W2' shown by Learned Representative for the workman. He identify that photograph Exhibit 'W2' is of Manoj Kumar. In the entire statement of claim the workman nowhere pleaded that he represented himself as Ram Shankar as well as Manoj Kumar. It is only during cross-examination of MW1, Learned Representative for the workman has set up a plea that workman is known with both his names Ram Shankar and Manoj Kumar. In this regard, MW1 in his cross-examination denied the suggestion as wrong that Manoj Kumar and Ram Shankar are the same person, who is identified as Manoj Kumar on photograph Exhibit 'W2'. MW1 denied the suggestion as wrong that Manoj Kumar is also known with the name of Ram Shankar. If the above suggestion put by the workman to MW1 that Manoj Kumar is also known with the name of Ram Shankar, is taken as correct in that situation the workman by virtue of Section 115 of Indian Evidence Act / Section 122 of Bharatiya Sakshya Adhiniyam is estopped from taking the plea that he did not sign the wage slip Exhibit 'M1' to Exhibit 'M3' with his name as Manoj Kumar. Similarly, the management's plea that as per their record the workman was never named as Ram Shankar is not acceptable as there is no denial to the fact by the management that it was paying monthly salary to the workman in his bank account No.49280100006624 maintained by the workman as Ram Shankar with Bank of Baroda, Branch Phase – II, Industrial Area, Chandigarh. The copy of passbook of above bank account is Exhibit 'W1' and copy of statement of account is Exhibit 'W4'. Both Exhibit 'W1' and Exhibit 'W4' would prove that workman was operating his above bank account with his name as Ram Shankar and the management was depositing the monthly wages of the workman in the said bank account. Thus, management is supposed to be in knowledge of the fact that the workman is also known as Ram Shankar.

21. The objection raised by Learned Representative for the management to the admissibility of Exhibit 'W3' is sustainable as its original is not produced at any stage of the proceedings of the case. The objection raised by Learned Representative for the management to the admissibility of Exhibit 'W4' is over ruled as Exhibit 'W4' is the hard copy of e-statement of workman's bank account which is duly admissible into evidence. Moreover, admittedly the management had been paying monthly salary to the workman in the same account Exhibit 'W4'.

22. With the above discussion it is concluded that the workman has been representing himself with his name Ram Shankar as well as Manoj Kumar, therefore, the workman is estopped from denying any transaction which he has carried out with his name as Manoj Kumar.

23. As far as workman's claim for wages for the period April, 2021 to June, 2021 is concerned, the workman failed to prove his plea taken by him in his cross-examination that he had been working on duty during the period April, 2021 to June, 2021 because workman / AW1 in his further cross-examination denied the suggestion as wrong that during the period April, 2021 to June, 2021 he remained on leave for 80 days and worked for 10 days. AW1 voluntarily stated that he had taken leave for 15 days for going to his native village. During the said period his father did not recover from ill-health, therefore, he could not return for two months. The aforementioned volunteer statement of AW1 would prove that he did not perform duty after he proceeded on leave in April, 2021. It is own case of the workman when he returned for leave and reported for duty, he was verbally refused work by the management on 02.07.2021. All the above facts and circumstances would prove that the workman had not performed duty after he proceeded on leave in April, 2021. So the question of payment of monthly wages for the period April, 2021 to June, 2021 does not arise on the principle of 'No Pay for No Work'. From Exhibit 'W4' it is proved that on 20.04.2021 the workman received ₹ 9,410/- from Brothers Associated through NEFT.

24. Now coming to the question of termination of services of the workman, the workman has pleaded that he remained in continuous employment of the management w.e.f. 01.07.2003 to 01.07.2021 and on 02.07.2021 when he went to perform his normal duty, management refused work to him. On the other hand, MW1 in his cross-examination admitted as correct that the workman was employed in his factory. MW1 voluntarily stated that the workman was employed up to 12.04.2021 and thereafter he did not come to resume duty. If for the sake of arguments, the above volunteer statement of MW1 is believed, in that situation also workman is proved to have completed continuous service of 240 days (from 03.07.2020 to 12.04.2021) in 12 calendar months preceding termination on 02.07.2021. Thus, the workman is proved to have fulfilled the requirement of Section 25B of the ID Act. Once the requirement of Section 25B of the ID Act is proved, the provisions of Section 25F of the ID Act is attracted which lays down certain conditions precedent to retrenchment of workman. For better appreciation Section 25F of the ID Act is reproduced as below :-

"25F. Conditions precedent to retrenchment of workmen. – No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until–

- (a) *the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) *the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
- (c) *notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."*

25. In the present case, MW1 when put to cross-examination voluntarily stated that he (here-in workman) was employed up to 12.04.2021 and thereafter he did not come to resume duty. If the aforesaid version of MW1 is assumed as correct, in that situation also un-authorized absence from duty at the most

amounts to misconduct for which the management-employer is bound to issue notice to the workman calling his explanation for absence for duty and providing him an opportunity to resume duty and in case the workman after receipt of notice fails to offer any explanation or to re-join duty, then to take any disciplinary action against the workman after issuing him charge sheet and holding domestic inquiry as per the outcome thereof. In this case MW1 in his cross-examination stated that no written letter was issued to the workman calling him to rejoin duty. MW1 voluntarily stated that the workman was communicated to join duty through verbal message to his uncle who is also an employee of the management factory. The aforesaid volunteer statement of AW1 is not trustworthy as it is not substantiated with any evidence. MW1 in his cross-examination further stated that neither the workman was charge sheeted nor domestic inquiry was conducted against the workman. MW1 further stated that today, he is not ready to take back the workman on duty with continuity of service and full back wages. The volunteer statement of MW1 that when the workman visited the management factory in the month of July, 2021, he told him to move written application, seeking leave and continue to work to which he refused, is beyond pleadings and not substantiated with any kind of evidence. Thus, the services of the workman are proved to have been terminated by the management w.e.f. 02.07.2021 without compliance of the mandate of Section 25F of the ID Act. The workman on being aggrieved from illegal termination of his services approached the Assistant Labour Commissioner, U.T. Chandigarh by raising a demand notice and on failure of conciliation proceedings filed the present claim statement. Thus, the workman has a valid cause of action. However, there is no evidence that the management while terminating the services of the workman, retained his juniors into evidence or engaged fresh hands at the place of the workman. Thus, violation of Section 25G & 25H of the ID Act is not proved.

26. In view of the discussion made above, termination of services of the workman by verbal order of the management w.e.f. 02.07.2021, being illegal is hereby set aside.

27. The relations between the workman and the management have turned strained, thus, reinstatement would not be appropriate. Keeping in view the length of service of the workman i.e. about 18 years, his last paid monthly wages ₹11,000/-, the workman is held entitled to lump sum compensation of ₹1,10,000/-.

28. Accordingly, issues No.1 & 2 are decided in favour of the workman and against the management. Issue No.3 is decided against the management and in favour of the workman.

Relief :

29. In the view of foregoing finding on the issues above, this industrial disputed is allowed to the effect that the workman is held entitled to lump sum compensation of ₹1,10,000/-. The management is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the abovesaid amount from the date of this Award till it's realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . .,

Dated : 20.03.2025 .

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 19th May, 2025

No. 514949-HII(2)-2025/7590.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **92/2021** dated **24.03.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

ROSHNI, H.NO.25, WARAD NO.15, JANTA COLONY, NAYA GOAN, DISTRICT MOHALI.
(WORKMAN)

AND

1. YWCA, SECTOR 11, CHANDIGARH THROUGH ITS SECRETARY.
2. J. STAR SECURITY PVT. LTD., SCO NO. 176, SECTOR 39-D, CHANDIGARH THROUGH ITS CONTRACTOR. (MANAGEMENT)

AWARD

1. Roshni, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that in the month of October 2013, the claimant-workman (*here-in-after 'workman'*) was appointed by Young Women Christian Association (YWCA) - management No.1 as House-Keeper in their house-keeping department. The workman remained in the service up to 28.02.2021 when her services were illegally and wrongly terminated by refusing of work. The workman was drawing ` 8,000/- as wages per month which were less than the Minimum Rate of Wages. Later on, it came to the notice of the workman that her name has been referred to M/s J. Star Security Pvt. Ltd. (management No.2) for further appointment, without any reason, notice and consent of the workman. On 01.03.2021, workman went to attend her normal duty but she was refused work by the management No.1 without assigning any reason and notice. Since then, the workman has been regularly visiting the work place but the work was refused to her on one pretext or the other. The refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The managements have also violated Section 25F and 25H of the ID Act. No charge-sheet was issued no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. The management appointed Kavita a fresh person in place of the workman on ` 5,000/- as wages per month which is violation of Section 25H of the ID Act and makes the termination void. For her reinstatement workman served upon the management a demand notice dated 05.02.2021. The management neither denied the contents of demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention. During course of conciliation proceedings, management No.2 filed its written comments and took a preliminary objection and in Para 4 on merit that there is no employee-employer relationship between the workman and the management No.2. The management refused to take the workman back on duty before the Conciliation Officer. The workman is a permanent employee of management No.1 for all intent and purpose. The termination is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. Workman remained unemployed during the period i.e. from the date of termination till date. Prayer is made that workman may be reinstated with continuity of service along with full back wages and without any change in her service condition.

3. On notice, initially managements No.1 & 2 appeared through Representative Shri Sunil K. Chaudhary. The managements No.1 & 2 through their Representative filed joint written statement dated 07.01.2022 (filed on 02.02.2022). It is pertinent to mention here that at the stage of evidence of workman, due to non-appearance management No.1 & 2 were proceeded against ex-parte vide order dated 06.07.2023. Thereafter, on 24.01.2024 management No.1 through Authorised Representative Shri A. K. Bakshi filed an application seeking to set aside ex-parte order. In view of the no objection raised by Learned Representative for workman vide his statement dated 26.02.2024 ex-parte order qua management No.1 was set aside. After workman closed her evidence, at the stage of management evidence on dated 10.10.2024, management No.2 through its Authorised Representative Pardeep Kumar Kishanpuri moved an application seeking to set aside ex-parte order dated 06.07.2023 to which Learned Representative for the workman raised no objection vide his statement dated 10.10.2024 and the ex-parte order qua management No.2 was set aside vide order dated 10.10.2024. On 12.11.2024, management No.2 filed an application seeking to amend the written statement to which Learned Representative for the workman raised no objection vide his statement dated 29.11.2024. Vide order dated 29.11.2024, the management No.2 was permitted to amend the written statement and to file separate written statement as the earlier written statement was filed by management No.1 & 2 jointly.

4. Management No.1 in its written statement dated 07.01.2022 (filed on 02.02.2022) raised preliminary objections on the ground that the reference is not maintainable as there is no relationship of employer-employee between the management No.1 and workman. YWCA - management No.1 is a non-profit organisation dedicated to eliminate racism, empowering women and promoting peace, justice, freedom and dignity for all and is not regulated by the Government and the sole purpose of management No.1 is to help without making any profit, in different fields like children, women, humanitarian, animals etc. so it does not fall within the ambit of 'industry' as defined under Section 2(j) of the ID Act.

5. Further on merits, it is stated that workman was neither appointed nor joined with the managements. In fact, workman is not a 'workman' as defined under Section 2(s) of the ID Act. The management No.2 is running the business to provide securities only and never run and running the business to provide house-keeping services. The fact pleaded in Para 5 of the claim statement that for her reinstatement workman served upon the management a demand notice dated 05.02.2021 and sought the intervention of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh is replied being matter of record and needs no comments. The fact pleaded in Para 6 of the claim statement that during conciliation proceedings, management No.2 in its written comments denied the relationship of employer-employee between the management No.2 and workman is admitted. Further similar stand is taken as taken in the preliminary objections. Rest of averments of claim statement are denied as incorrect and prayer is made that the demand may be denied with costs.

6. It is pertinent to mention here that the initial joint written statement dated 07.01.2022 is verified by Project YWCA of India Hostel on behalf of management No.2 with his seal and signatures.

7. Management No.2 filed separate amended written statement dated 11.12.2024 (filed on 12.12.2024) duly signed and verified by Jyoti Kapoor, Director, M/s J Star Security Pvt. Ltd. through Authorised Representative. In the written statement, management No.2 raised preliminary objections on the ground that the demand notice, order of reference and statement of claim are bad in law and not maintainable. The applicant-petitioner (*here-in-after 'workman'*) has not submitted correct facts before the Conciliation Officer and before this Court and has made false averments. Management No.2 - J Star Security Pvt. Ltd. is a service provider and contractor. It provides Security and Manpower Services as per the requirement of client. The workman never served with the management No.2 prior to May, 2019 and after February, 2021. Workman left the service on her own accord. The services of the workman were never terminated. The demand notice is not maintainable under Section 2A of the ID Act.

8. Further on merits, it is stated that workman was employed by the management No.1 in May, 2019 and she remained in employment with management No.1 till 28.02.2021. Thereafter, workman stopped reporting

for duty for the reasons best known to her. No one refused duty to her. The workman was well aware that she was working on the rolls of management No.1 and was paid salary by management No.2. The workman never visited the premises of managements after 28.02.2021. Provisions of Section 2(o), 25F and 25H of ID Act are not attracted. The workman was never a permanent employee of management No.2, rather she was a contractual employee. The management No.2 had a contract of supply of manpower with management No.1 from May, 2019 to 14.04.2022. The workman worked up to 28.02.2021 and thereafter left the service of her own. The workman might have found some better opportunity and left the service of the management No.2. Since there is no termination of services of the workman, as such there is no illegality in any action of the management as alleged in Para 4 of the claim statement. The workman is not entitled to reinstatement as the contract of the management No.2 ended on 14.04.2022 and the management No.2 is not having any vacancy with it to accommodate the workman. The prayer of the workman is strongly opposed. The workman has remained gainfully employed after leaving the service of the management No.2. Rest of the averments of claim statement are denied as wrong and prayer is made that claim statement may be dismissed with heavy costs.

9. The amended written statement of management No.2 is supported with sworn in affidavit of Jyoti Kapoor, Director J Security Pvt. Ltd.

10. Workman filed rejoinder dated 08.03.2022, without mentioning whether it is rejoinder to the written statement of management No.1 or to the amended written statement of management No.2. However, in the rejoinder, it is specifically pleaded that the employer-employee relationship exists because the workman was employed by the management and the management is an 'industry' as defined under Section 2(j) of the ID Act. Further, the workman has denied the contents of the written statement and reiterated averments of claim statement.

11. From the pleadings of parties, following issues were framed vide order dated 08.03.2022 and after amended written statement filed by management No.2, issue No.2 already framed vide order dated 08.03.2022 was re-casted :-

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any? OPW
2. Whether no employer-employee relationship exists between the management No.2 and workman ? OPM (management No.2)
3. Whether the workman come under Section 2(s) of the ID Act ? OPM
4. Relief.

12. Onus of issue No.3 is incorrectly placed on the management. As per the settled law, onus lies upon the party which alleges in affirmative. In case, onus of issue No.3 is shifted upon the workman, it will not cause prejudice to the interest of any of the parties as all the parties have availed full opportunity to lead their respective evidence.

13. In evidence, workman Roshni examined herself as AW1 and tendered her affidavit Exhibit 'AW1/A'. Workman examined AW2 Sohan Lal, Security Guard - YWCA and AW2 Ms. Jessy, Project Manager, YWCA. (Since due to inadvertence AW2 is numbered twice, thus, testimony of AW2 Ms. Jessy, Project Manager is here-in renumbered as AW3). Learned Representative for workman closed evidence in affirmative vide his statement dated 09.01.2025.

14. On the other hand, management No.1 examined MW1 Ramesh Kumar, Care-Taker YWCA who tendered his affidavit Exhibit 'MW1/A' along with copies of documents i.e. authority letter dated 11.09.2024 issued in his favour by Jessy Mony Bob, Project Manager vide **Exhibit 'M1'**, agreements dated 15.05.2019,

15.06.2020 and 15.05.2021 between YWCA and J Star Security Pvt. Ltd vide **Exhibit 'M2' to Exhibit 'M4'** respectively, payment voucher dated 27.05.2019 of YWCA along with invoice dated 28.05.2019 of J Star Security Pvt. Ltd. vide **Exhibit 'M5'**, payment voucher dated 26.06.2019 of YWCA along with invoice dated 25.06.2019 of J Star Security Pvt. Ltd. vide **Exhibit 'M6'**, payment voucher dated 27.07.2019 of YWCA along with invoice dated 25.07.2019 of J Star Security Pvt. Ltd. vide **Exhibit 'M7'**, payment voucher dated 30.08.2019 of YWCA along with invoice dated 25.08.2019 of J Star Security Pvt. Ltd. vide **Exhibit 'M8'**, payment voucher dated 27.09.2019 of YWCA along with invoice dated 25.09.2019 of J Star Security Pvt. Ltd. vide **Exhibit 'M9'**, payment voucher dated 31.10.2019 of YWCA along with invoice dated 24.10.2019 of J Star Security Pvt. Ltd. vide **Exhibit 'M10'**, payment voucher dated 30.11.2019 of YWCA along with invoice dated 25.11.2019 of J Star Security Pvt. Ltd. vide **Exhibit 'M11'**, payment voucher dated 31.12.2019 of YWCA along with invoice dated 26.12.2019 of J Star Security Pvt. Ltd. vide **Exhibit 'M12'**, payment voucher dated 31.01.2020 of YWCA along with invoice dated 28.01.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M13'**, payment voucher dated 28.02.2020 of YWCA along with invoice dated 26.02.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M14'**, payment voucher dated 30.03.2020 of YWCA along with invoice dated 29.03.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M15'**, payment voucher dated 30.04.2020 of YWCA along with invoice dated 30.04.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M16'**, payment voucher dated 30.05.2020 of YWCA along with invoice dated 01.06.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M17'**, payment voucher dated 10.07.2020 of YWCA along with invoice dated 01.07.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M18'**, payment voucher dated 10.08.2020 of YWCA along with invoice dated 01.08.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M19'**, payment voucher dated 07.09.2020 of YWCA along with invoice dated 01.09.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M20'**, payment voucher dated 08.10.2020 of YWCA along with invoice dated 01.10.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M21'**, payment voucher dated 06.11.2020 of YWCA along with invoice dated 01.11.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M22'**, payment voucher dated 02.12.2020 of YWCA along with invoice dated 26.11.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M23'**, payment voucher dated 31.12.2020 of YWCA along with invoice dated 29.12.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M24'**, payment voucher dated 31.01.2021 of YWCA along with invoice dated 29.01.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M25'**, payment voucher dated 28.02.2021 of YWCA along with invoice dated 28.02.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M26'**, payment voucher dated 30.03.2021 of YWCA along with invoice dated 27.03.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M27'**, payment voucher dated 10.05.2021 of YWCA along with invoice dated 27.04.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M28'**, payment voucher dated 31.05.2021 of YWCA along with invoice dated 26.05.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M29'**, payment voucher dated 30.06.2021 of YWCA along with invoice dated 26.06.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M30'**, payment voucher dated 31.07.2021 of YWCA along with invoice dated 26.07.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M31'**, payment voucher dated 31.08.2021 of YWCA along with invoice dated 27.08.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M32'**, payment voucher dated 30.09.2021 of YWCA along with invoice dated 25.09.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M33'**, payment voucher dated 29.10.2021 of YWCA along with invoice dated 25.10.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M34'**, payment voucher dated 30.11.2021 of YWCA along with invoice dated 24.11.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M35'**, payment voucher dated 31.12.2021 of YWCA along with invoice dated 27.12.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M36'**, payment voucher dated 31.01.2022 of YWCA along with invoice dated 27.01.2022 of J Star Security Pvt. Ltd. vide **Exhibit 'M37'**, payment voucher dated 28.02.2022 of YWCA along with invoice dated 24.02.2022 of J Star Security Pvt. Ltd. vide **Exhibit 'M38'**, payment voucher dated 28.03.2022 of YWCA along with invoice dated 23.03.2022 of J Star Security Pvt. Ltd. vide **Exhibit 'M39'** and payment voucher dated 30.04.2022 of YWCA along with invoice dated 29.04.2022 of J Star Security Pvt. Ltd. vide **Exhibit 'M40'**.

15. Management No.2 examined MW2 Bhed Ram, Branch Manager, J Star Security Pvt. Ltd. who tendered his affidavit Exhibit 'MW2/A' along with documents i.e. authority letter dated 17.11.2024 issued in my favour by Jyoti Kapoor Director, J Star Security Pvt. Ltd. vide **Exhibit 'MW2/1'**, copy of agreement dated 15.06.2020 between YWCA and J Star Security Pvt. Ltd vide **Exhibit 'MW2/2'** and self-attested copy of

attendance register for the month of February, 2021 vide **Exhibit 'MW2/3'**.

16. On 17.03.2025, Learned Representatives for management No.1 & 2 vide their separate statement closed evidence.

17. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise finding are as below :-

Issues No.1 to 3 :

18. All these issues are taken up together being interconnected and in order to avoid repetition of discussion. Onus to prove issues No.1 & 3 is on the workman and onus to prove issue No.2 is on the management No.2.

19. To support the averments of claim, Learned Representative for the workman referred testimony of AW1 Roshni who vide her affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto which are not reproduced here for the sake of brevity.

20. Learned Representative for the workman argued that workman Roshni was working with the management w.e.f. October, 2013. In order to conceal the actual period of employment of the workman i.e. from October, 2013 to 28.02.2021, the management did not produce on record any document such as appointment letter, identity card, wage slips, wage register, attendance register etc. To support his arguments, Learned Representative for workman referred cross-examination of MW1 wherein he stated that no appointment letter, no identity card and no wage slips were issued to the employees engaged by management No.1. MW1 further stated that employees previously working with management No.1 were engaged through the contractor - management No.2 after 15.05.2019. Prior to 15.05.2019, the workers engaged by management No.1 were paid monthly wages in cash, after obtaining their signatures. He cannot produce the record of payment of wages for the period prior to 15.05.2019. MW1 voluntarily stated that the said record has been weeded out. MW1 further stated that only the registers prior to 15.05.2019 were weeded out. No inventory of weeding out of the record was maintained. MW1 denied the suggestion as wrong that management No.1 did not weed out any record and he is deliberately withholding the production of the record of the period prior to 15.05.2019. Learned Representative for the workman further argued that workman filed an application dated 06.12.2023 to summon Sh. Sohan Lal, Security Guard of YWCA along with gate entry record from October 2017 to February 2021. In pursuance to summons issued by this Court, AW2 Sohan Lal, Security Guard - YWCA appeared in the Court on 20.12.2023 and deposed that he has not brought the summoned record i.e. gate entry record for the period w.e.f. October, 2017 to February, 2021. The gate entry record remains in the custody of Hostel Manager of YWCA. AW2 further deposed that in pursuance of summons issued by this Court he demanded the gate entry record from the concerned Hostel Manager of YWCA but she refused to hand over the same to him. It is pertinent to mention here that at the time of recording testimony of AW2 Sohan Lal, both the managements No.1 & 2 were ex-parte. Learned Representative for the workman argued that he put in more efforts to get produced the gate entry record for the period October, 2017 to February, 2021 by moving second application dated 11.01.2024 seeking to summon Ms. Jessy Mony Bob, Project Manager of YWCA. In service of summons, AW3 Ms. Jessy appeared in the Court on 16.07.2024 and stated that record of in-gress and out-gress at the gate of the management i.e. Working Women Hostel is maintained. She has not brought the summons record of the period October, 2017 to January, 2021 as the record which is more than 2 years old is weed out by the management and no inventory of the weed-out record is prepared by the management. It is pertinent to mention here that at the time of recording statement of AW3, the management No.1 had already joined the proceedings as the ex-parte order qua the management No.1 was set aside on 26.02.2024. Learned Representative for the workman by making reference to the statement of AW2 and AW3 above, argued that under the Labour Laws and the Evidence Act, employers are required to maintain the record of employment, salary payments etc. If the employer claims that records have been destroyed and not maintained, the Court may draw an adverse inference against the employers.

21. On the other hand, Learned Representative for management No.1 argued that at the initial stage of the case, the workman would have moved an application to preserve the record of the alleged relevant period but no such request is made by the workman to this Court during the proceedings of the case. Learned Representative for management No.1 further argued that the management No.1 has produced the record in its possession vide Exhibit 'M1' to Exhibit 'M40'. Thus, there is no question of drawing any adverse inference against the management No.1.

22. Learned Representative for management No.2 argued that the management No.2 has produced on record the record of agreement between the management No.1 & 2, record of attendance vide Exhibit 'MW2/2' and Exhibit 'MW2/3'.

23. To my opinion, in this case, the alleged service period of the workman is w.e.f. October 2013 up to 28.02.2021 and the record Exhibit 'M27' to Exhibit 'M40' is of the period beyond 28.02.2021 and thus immaterial in the present case.

24. From the testimony of AW3, it is established that the entry record of the period October, 2017 to February, 2021 was admittedly maintained by the management No.1 but the same is not produced on the ground that it has been weeded out which proves that the management No.1 had records but destroyed the same to evade its liability as the missing record / alleged weed-out record is likely to contain information favourable to the workman.

25. Learned Representative for the workman argued that the workman was appointed by the management of YWCA as Housekeeper in their housekeeping department in the month of October, 2013 and the workman remained in the employment up to 28.02.2021. On the other hand, Learned Representative for the management No.1 argued that there is no employer-employee relationship between the management No.1 and workman as the workman was deployed as Housekeeper with YWCA through the service provider - contractor M/s J Star Security Pvt. Ltd. on the basis of agreement between managements No.1 & 2 for supply of manpower. To support his argument, Learned Representative for management No.1 referred agreement dated 15.05.2019 / Exhibit 'M2' between M/s YWCA of India, Hostel Project, Sector 11-B, Chandigarh and M/s J Star Security Pvt. Ltd. Chandigarh for the period w.e.f. 15.05.2019 to 14.04.2020, agreement dated 15.06.2020 / Exhibit 'M3' between M/s YWCA of India, Hostel Project, Sector 11-B, Chandigarh and M/s J Star Security Pvt. Ltd. Chandigarh for the period w.e.f. 15.05.2020 to 14.05.2021 and agreement dated 15.05.2021 / Exhibit 'M4' between M/s YWCA of India, Hostel Project, Sector 11-B, Chandigarh and M/s J Star Security Pvt. Ltd. Chandigarh for the period w.e.f. 15.05.2021 to 14.04.2022. Learned Representative for the management No.2 argued that the workman was appointed by the management No.2 in May, 2019 and thereafter the workman remained in the employment with it till 28.02.2021. To support his argument, Learned Representative for management No.2 referred agreement dated 15.06.2020 / Exhibit 'MW2/2' between M/s YWCA of India, Hostel Project, Sector 11-B, Chandigarh and M/s J Star Security Pvt. Ltd. Chandigarh for the period w.e.f. 15.05.2020 to 14.05.2021 and the attendance record of February, 2021 vide Exhibit 'MW2/3' wherein name of workman Roshni is incorporated at Sr. No.1.

26. To my opinion, the argument advanced by Learned Representative for the workman that the workman was appointed by the management No.1 in October, 2013 cannot be disbelieved as MW1 (witness of management No.1) when put to cross-examination by the workman stated that no appointment letter, no identity card and no wage slips were issued to the employees engaged by the management No.1. The employees previously working with management No.1 were not engaged through the contractor - management No.2 after 15.05.2019. MW1 further stated that prior to 15.05.2019, the workers engaged by the management No.1 were paid monthly wages in cash after obtaining their signatures. He cannot produce the record of payment of wages for the period 15.05.2019. MW1 further stated that only the registers of period prior to 15.05.2019 were weed out and no inventory of weeding out of record was maintained. The aforesaid version of MW1 would suggest that management No.1 had records but destroyed them to evade liability. The workman

in claim statement as well as in her testimony vide affidavit / Exhibit 'AW1/A' alleged that later on it came to the notice of the workman that her name has been referred to M/s J Star Security Pvt. Ltd. (management No.2) for further appointment, without any reason, notice and consent of the workman. From the aforesaid plea taken by the workman, it comes out that during employment the employment status of the workman was changed and she was engaged through contractor J Star Security Pvt. Ltd. - management No.2 w.e.f. 15.05.2019. MW2 when put to cross-examination by the workman admitted as correct that when the contract of management No.2 commenced with management No.1, worker Roshni was already deployed with management No.1. Workman / AW1 when put to cross-examination by management No.1, stated in self-contradictory manner that she did not come to know that her name has been transferred to M/s J Star Security Pvt. Ltd. Furthermore, the workman's plea that she had no knowledge that her services were transferred to M/s J Star Security Pvt. Ltd. cannot be trusted because after alleged termination w.e.f. 01.03.2021 the workman has raised a demand notice dated 05.03.2021 and filed the present statement of claim dated 12.08.2021 by impleading YWCA as management No.1 and J Star Security Pvt. Ltd. - contractor as management No.2. All these facts and circumstances would suggest that the workman was in knowledge of her subsequent engagement through contractor M/s J Star Security Pvt. Ltd. w.e.f. 15.05.2019 and the workman accepted the engagement through contractor without protest as there is no document on record that during entire tenure of her service, workman has made any complaint or raised any objection to the transition and continued working under the contractor. Thus, the workman has lost her status as a direct employee of the principal employer - management No.1. This means the workman be legally considered as employee of the contractor rather the principal employer. Consequently, there is no direct employer-employee relationship between the management No.1 and the workman.

27. Learned Representative for the workman argued that on 01.03.2021, when the workman went to attend her normal duty, she was refused work by the management without assigning any reason and notice. On the other hand, Learned Representative for management No.2 argued that the workman remained employed till 28.02.2021 and thereafter she stopped reporting for duty for the reasons best known to her. To my opinion, in view of the fact that management No.2 in Para 1, on merits, of the written statement admitted the employment of the workman from May, 2019 to 28.02.2021 which would prove that workman remained in the continuous employment of management No.2 for 240 days in twelve calendar months preceding termination. Thus, workman fulfills the requirement of Section 25B of the ID Act. Once the requirement of Section 25B of the ID Act is fulfilled, the employer-management No.1 is bound to follow the conditions precedent to retrenchment of workmen. For better appreciation, Section 25F of the ID Act is reproduced as below :-

"25F. Conditions precedent to retrenchment of workmen. - No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
- (c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."*

28. If for the sake of arguments, it is assumed that workman willfully absented from duty w.e.f. 01.03.2021, in that situation also un-authorized absence amounts to misconduct and the employer - management No.1 was bound to issue notice to the workman calling her explanation and requiring her to rejoin duty but no such action is taken by the management. Thus, the plea of management No.2 that workman

willfully abandoned the job w.e.f. 01.03.2021 is not substantiated with any evidence. Moreover, in the present case, MW2 (witness of management No.2) when put to cross-examination by the workman stated that there was no complaint against the workman during tenure of her service. The contract between management No.1 & 2 was up to April or May, 2021. The management No.2 has not paid notice pay in lieu of notice period and retrenchment compensation to the workman. From the aforesaid version of MW2 it is proved that before terminating the services of the workman the employer-management No.2 did not comply with the mandate of Section 25F of the ID Act which makes the termination void. The services of the workman were terminated before the expiry of the period of agreement Exhibit 'M3' (for the period 15.06.2020 to 14.05.2021). Thus, it is not a case of relieving the workman on completion of contract so as to be covered under Section 2(o)(bb) of the ID Act.

29. In view of the reasons recorded above, the order of termination of services of the workman w.e.f. 01.03.2021 is illegal and hereby set aside. The relations between the workman and the management No.2 are strained, thus, keeping in view the length of service of more than 7 years and last paid monthly wages ₹ 8,000/-. The workman is held entitled to lump-sum compensation ₹ 36,000/- to be paid by management No.2.

30. Admittedly, the workman was performing the duties of housekeeper. There is no evidence on record that workman was discharging any kind of managerial, administrative or supervisory duties. Thus, workman is a 'workman' as defined under Section 2(s) of the ID Act.

31. Accordingly, issue No.1 is decided in favour of the workman and against the management No.2. Issue No.2 is decided in favour of management No.1 and against the workman. Issue No.3 is decided in favour of the workman and against the managements No.1 & 2.

Relief :

32. In the view of foregoing finding on the issues No.1 & 3 above, this industrial dispute is allowed qua management No.2 to the extent that the workman is held entitled to lump-sum compensation ₹ 36,000/- to be paid by management No.2. The management No.2 is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the abovesaid amount from the date of this Award till its realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

Dated : 24.03.2025 .

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 19th May, 2025

No. 13/2/151(449173)-HII(2)-2025/7592.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **47/2024** dated **03.04.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

CHANDIGARH TRANSPORT UNDERTAKING EMPLOYEES UNION, CHANDIGARH IN
RESPECT OF SH. HARBANS SINGH - INSPECTOR. (Union)

AND

DIVISIONAL MANAGER, C.T.U., U.T., CHANDIGARH. (Management)

AWARD

1. Vide Endorsement No.13/2/151-HII(2)-2024/13539 Dated 30.08.2024 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the demand notice dated 03.07.2023 in respect of Shri Harbans Singh - Inspector (*here-in-after in referred "workman"*) raised by the Chandigarh Transport Undertaking Employees Union (*here-in-after referred "Union"*) upon The Divisional Manager, C.T.U., U.T. Chandigarh (*here-in-after in referred "management"*) under Section 2(k) of the Industrial Disputes Act, 1947 (*here-in-after in short referred "ID Act"*) in following words :-

"Whether the demand raised in the demand notice dated 03.07.2023 by the Chandigarh Transport Undertaking Employees Union Chandigarh in respect of Sh. Harbans Singh, Inspector and the Divisional Manager, C.T.U. U.T., Chandigarh are genuine and justified. If so, to what effect and to what relief the Union/Workers are entitled to, if any ?"

2. Upon notice, the Union appeared through its Representative, who made the statement that demand notice dated 03.07.2023 may be treated as statement of claim.

3. Briefly stated the averments of demand notice-cum- statement of claim under Section 2(k) of ID Act are that on 03.07.2023 a meeting of Chandigarh Government Transport Worker's Union, CTU, Chandigarh was held and it was unanimously resolved that injustice has been done with the workman at the hands of the management by denying him the benefits of ACP Scales on completion of 4, 9, 14 years of service on the post of Conductor though he was legally entitled for the same. Further, management passed various illegal orders of punishment against him. Though keeping in view, the facts and circumstances of many cases management passed punishment orders whereby minor punishments of stoppage of increments without cumulative effect, punishment of recovery and punishment of censure have been passed but while passing these orders further the pay of the suspension period have been denied illegally without giving opportunity of hearing. Therefore, Union has now decided to fight for justice on his behalf by raising demand notice and file the case on his behalf before the Assistant Labour Commissioner and Labour Court/Labour Tribunal, U.T. Chandigarh. Further, Union has authorised President and Secretary of the Union to pursue the case on behalf of the Union/Workman and to sign necessary pleadings in respect of the same and to engage the services of authorised Representative to represent the Union before the Assistant Labour Commissioner and Labour Court/Labour Tribunal, U.T. Chandigarh.

4. It is further averred that the workman joined as Conductor on regular basis on 07.05.1990. Workman was promoted as Sub-Inspector on 01.04.2021 and Inspector on 01.04.2022. The State of Punjab issued instructions dated 03.11.2006 which were adopted by Chandigarh Administration on 15.12.2006 whereby it was decided to grant ACP Scales to its employees on completion of 4, 9, 14 years of regular service, if the employee has not got any promotion and promotional pay scale during this period. Since the workman did not receive any promotion and promotional pay scale before 01.04.2021, therefore, he had become entitled to all the ACP Scales on completion of 4, 9, 14 years of service but the said benefits have been illegally denied to him. Since promotion from the post of Conductor to the post of Sub-Inspector and then to the post of Inspector is to be made only as per seniority, therefore, denial of ACP Scale to the workman is illegal. Apart from requisite number of years of service employee must have 50% good ACR and he should not be under major punishment. It is settled law that due to minor punishment orders the ACP Scale and promotion cannot be denied. Further, it is settled law that if any ACR is not conveyed, same has to be considered good for the purpose of promotion and ACP Scale. For the purpose of considering number of years for grant of ACP Scale, the entire service of employee has to be considered. During service of the workman, no adverse ACR was conveyed to him, therefore, all the ACRs of the workman are deemed to be good. As per Rules, ACRs are to be conveyed promptly, if delay after stipulated date as provided under Rules and instructions, the same cannot be taken as adverse against the employee. The ACR for the year 2015-16 was never conveyed to the workman. During service management passed punishment order dated 20.12.1999 whereby four increments were stopped with cumulative effect and further the pay of the suspension period was limited to subsistence allowance. The workman challenged the said order before the Labour Court, U.T. Chandigarh and the reference was answered in favour of the workman vide award dated 28.11.2017 and order of punishment dated 20.12.1999 was set aside. The award dated 28.11.2017 had become final because management did not challenge the same in higher courts. After implementation of award dated 28.11.2017 and after releasing four increments and regularizing suspension period, workman made a representation to grant him ACP Scales on completion of 4, 9, 14 years of service by stating that he is fully entitled to the same. When no action was taken by the management on the representation of workman, the workman served a legal notice dated 13.05.2022. When no action was taken by the management on the legal notice served by the workman, workman filed OA No.660 of 2022 before the Hon'ble Central Administrative Tribunal, Chandigarh (CAT). The Hon'ble CAT directed the management to consider the representation of the workman and to pass a speaking order in accordance with law. Thereafter, without giving opportunity of hearing, without considering the facts and circumstances of the case and without considering the case of the workman, the management rejected the claim of the workman as per order dated 18.05.2023. Workman was promoted to the post of Sub-Inspector on 01.04.2021 and before that workman had become entitled to ACP Scales and same have been illegally denied to the workman. The benefits of the ACP Scales had accrued to the workman on 15.12.2006 when the Chandigarh Administration, U.T. Chandigarh adopted the instruction of the State of Punjab dated 03.11.2006 whereby ACP Scales have been allowed on completion of 4, 9, 14 years of service. On 15.12.2006 workman had completed more than 16 years of service and all the ACRs up to that date of the workman were good and nothing adverse was conveyed to him. It is settled law that if on the date of entitlement employee is not found fit for grant of ACP Scale, then same is granted from the date employee becomes entitled to the same. The workman was being denied the ACP Scales due to passing of illegal order dated 20.12.1999 whereby four increments of workman were stopped with cumulative effect and further the pay of suspension period was limited to suspension allowance as already paid. Soon as order dated 20.12.1999 was set aside and declared illegal the workman was to be considered for grant of ACP Scales from due date. The findings of the Secretary Transport dated 18.05.2023 to the effect that ACP Scale cannot be denied on the basis of the notification of State of Punjab

dated 15.12.2021, adopted by Chandigarh Administration as per letter dated 04.03.2022 because effect of the same is prospective and same cannot be given retrospective effect. It is settled law that accrued rights cannot be taken away. The right of ACP Scale have accrued to the workman much before the issuance of these instructions. In view of the facts as stated above the order dated 18.05.2023 is illegal and against the law. It is stated that after the receipt of order dated 18.05.2023, workman came to know that the following illegal orders were passed against him during his service :-

- a. Order dated 06.02.1991 whereby three increments of the workman were stopped without cumulative effect and further it was stated that the workman shall not be entitled to pay of suspension period above the subsistence allowance for the period w.e.f. 06.12.1990 to 05.02.1991.
- b. Order dated 02.01.1996 whereby one increment of the workman was stopped without cumulative effect and further it was ordered that the pay of the suspension period is limited to the subsistence allowance already paid for the period 14.06.1994 to 02.07.1994.
- c. Order dated 15.09.2009, whereby the punishment of recovery of ` 2,500/- was passed and it was ordered that the pay of the suspension period is limited to the subsistence allowance already paid for the period 16.03.1995 to 03.05.1995.
- d. Order dated 25.03.2003 whereby the punishment of censure was passed and it was further ordered that the pay of the workman is limited to the subsistence allowance as already paid for the period of suspension w.e.f. 07.08.2000 to 04.09.2000.
- e. Order dated 18.05.2004 whereby one increment of the workman was stopped without cumulative effect and it was further ordered that the pay of the suspension period is limited to the subsistence allowance already paid for the period 19.10.2001 to 07.11.2001.
- f. Order dated 20.04.2018 whereby the punishment of recovery of ` 4,000/- was passed and it was further ordered that pay of the suspension period be limited to the subsistence allowances already paid.

5. It is further averred that by passing the above illegal orders, pay of the suspension period above the subsistence allowance was denied without giving any opportunity of hearing. As per the provisions of Rule 7.3 of the Punjab Civil Services Rules Vol. 1, as were made applicable to employees of UT Chandigarh provides that the separate show-cause notice must be issued to the employee before denying him pay of the suspension period. As per rules when punishing authority pass an order of punishment and only thereafter it is to be decided whether employee is given full pay of the suspension period or same is limited to the subsistence allowance already paid. Since by the above orders the pay of the workman was limited to the subsistence allowance only, no show-cause notice was issued. It is settled law that any order which visits to government employee with civil consequences cannot be passed without giving opportunity of hearing. Further, by all the above orders S.No.(a) to (f) minor punishments have been passed and it is settled law that if punishing authority finally passes an order of minor punishment the full pay of the suspension period cannot be denied. Our Hon'ble High Court has held time again that when the punishing authority finally pass only order of the minor punishment in that case, the pay of the suspension period cannot be denied, because denial of pay of the suspension period have more harsh consequences than the substantive punishment given to employee by the punishing authority. If the minor punishment of stoppage of one increment without cumulative effect is passed the said increment is restored after one year and after two years employee shall be entitled to two annual increment therefore, there

is no loss in long run. But if pay of the suspension period is denied then the suspension period is permanently excluded from service for the purpose of increment, seniority and retiral benefits, therefore, Hon'ble High Court held that when minor punishment is imposed, the pay of the suspension period cannot be denied. The workman recently received the order dated 18.05.2023 only then he came to know that the above illegal orders have been passed whereby the pay of the suspension period have been denied. After receiving copy of order workman made several requests to the management to withdraw the illegal orders and regularize the period of the suspension for the purpose of pay etc. etc. and release consequential benefits, but management failed to release the benefits of workman, hence the present demand notice. Even otherwise the above orders are *void ab-initio* because same have been passed without giving any separate notice as required under Rule 7.3 of the Punjab Civil Service Rules Vol-1 and are also illegal being against the law settled by the Hon'ble High Court of Punjab and Haryana, therefore, action is a continuing cause of action. By raising demand notice the managements are called upon to grant the ACP Scales on completion of 4, 9, 14 years of service and to declare the order dated 18.05.2023 as illegal and to retreat the suspension period as duty period as denied vide orders at S.No.(a) to (f) above and to release all the consequential benefits of pay, seniority, increments and difference of pay along with interest @12% p.a. from the date of accrual of the same till its realization within a period of 15 days from receipt of this demand notice.

6. On notice, management appeared through Sh. Yadwinder Singh - Law Officer. The management neither filed written statement despite availing repeated opportunities nor paid the cost as imposed vide order dated 14.01.2025. Thus, vide order dated 30.01.2025, the defence of the managements No.1 & 2 was struck off.

7. For the adjudication of the case, in terms of reference order dated 30.08.2024, the following issues were framed vide order dated 30.01.2025 :-

1. Whether the demand raised in the demand notice dated 03.07.2023 by the Chandigarh Transport Undertaking Employees Union is genuine and justified? if so, to what effect and to what relief the Workers Union/Workman is entitled to, if any? OPW
2. Relief

8. In evidence, Union examined workman Harbans Singh as AW1 and tendered his affidavit Exhibit 'AW1/A' along with documents i.e. copy of instructions dated 03.11.2006 issued by State of Punjab in respect of ACP Scheme on completion of 4, 9 and 14 years of service in a cadre vide **Exhibit 'W1'**, attested copy of information supplied under RTI Act relating to ACRs for the year 2014-15, 2015-16 and 2016-17, 2017-18, 2018-19 and 2019-2020 vide **Exhibit 'W2'**, comments of Reviewing Officer for the period 01.04.2016 to 31.03.2017 vide **Exhibit 'W3'**, copy of award dated 29.11.2017 passed by Labour Court, U.T. Chandigarh in IDR No.92 of 2012 in the matter titled as between President/General Secretary through Harbans Singh Vs Secretary Transport, CTU, Chandigarh vide **Exhibit 'W4'**, copy of representations dated 14.01.2020, 19.04.2020, 19.04.2021, 09.08.2021 and 10.12.2021 for the grant of 4, 9 and 14 years of ACP Scale vide **Exhibit 'W5' to Exhibit 'W9'**, copy of legal notice dated 13.05.2022 got issued by him through Counsel under registered cover vide **Exhibit 'W10'**, copy of order dated 27.07.2022 passed in OA No.660 of 2022 by Central Administrative Tribunal, Chandigarh Bench vide **Exhibit 'W11'**, copy of order dated 18.05.2023 passed by Chandigarh Administration, Transport Department vide **Exhibit 'W12'** and copy of award dated 14.07.2015 passed by Labour Court, U.T., Chandigarh titled as between Sucha Singh and CTU, Chandigarh bearing IDR No.138 of 2011 published in Chandigarh Administration Gazette on 07.10.2015 vide **Exhibit 'W13'**.

9. On 02.04.2025, Learned Representative for the Union / workman closed evidence.

10. I have heard the arguments of Learned Representative for the workman and Learned Law Officer for the managements and perused the judicial file. My issue-wise finding are as below :-

Issue No. 1 :

11. Onus to prove this issue is on the Union/Workman.

12. Under this issue, the Union examined workman Harbans Singh, Inspector as its witness, who his affidavit Exhibit 'AW1/A' deposed the averments of demand notice dated 03.07.2023-cum-statement of claim in toto which are not reproduced here for the sake of brevity. AW1 supported his oral version with documents Exhibit 'W1' to Exhibit 'W13'.

13. Learned Representative for Union argued that the workman had become eligible for 1st ACP Scale on completion of 4 years of satisfactory service on 15.11.2018 because effect of the last punishment order of major punishment had come to an end on 15.11.2014. From 15.11.2014 to 15.11.2018, the ACR of the workman were good more than 50% as per Clause 4 (b) of the Instructions dated 03.11.2006 / Exhibit 'W1'. The workman had earned good ACR from the year 2002-03 to 2020-21 except 'Average' for the year 2007-08, 2013-14 and below average for the year 2015-16 as per the ACR grading shown in Exhibit 'W12'. These 'Average' and 'Below Average' ACRs were never conveyed to the workman. It is settled law that ACR not conveyed to the employee cannot be considered for the purpose of denial of promotion and ACP Scale as held by the Hon'ble Supreme Court in a judgment reported in **2013 AIR SC 2741** titled as **Sukhdev Singh Versus Union of India**. It is further argued by Learned Representative for workman that ACR for the year 2015-16 was conveyed after 5 years is liable to be ignored in view of the judgement of Hon'ble High Court of Punjab & Haryana reported in **1998 (2)SCT 660** titled as **Kapoor Singh Vs State of Haryana**.

14. On the other hand, Learned Law Officer argued that as per letter of Govt. of Punjab dated 04.03.2022, the ACP cannot be granted w.e.f. 01.07.2021 and after that date till the time recommendations of 6th Punjab Pay Finance Commission are not received.

15. To my opinion, from Exhibit 'W12', it is sufficiently proved on record that the workman has earned good ACRs from the year 2002-03 to 2020-21 except year 2007-08, 2013-14 which are 'Average' and 2015-16 which is 'Below Average'. The plea of workman that the adverse ACRs of year 2007-08 and 2013-14 were not conveyed could not be controverted by the managements. The workman's plea that adverse ACR of year 2015-16 was not conveyed to the workman stands proved from Exhibit 'W2' whereby the Superintendent (H)-cum-CPIO, Chandigarh Transport Undertaking, Chandigarh in response to workman's application dated 23.12.2020, supplied information under RTI Act, 2005 to workman Harbans Singh, vide letter bearing memo No.1952/SA/RTI/CPIO/CTU/2021/246 dated 08.01.2021 to the effect that as per the record available in the personal file / ACR file, the 'Below Average' ACR for year 2015-16 was not communicated to Sh. Harbans Singh, Conductor No.712. From letter No.4357/EAC-III/CTU/2021 dated 12.04.2021 issued from the office of Divisional Manager, CTU & Director Transport, U.T. Chandigarh, which is part of Exhibit 'W3', it is made out that the adverse ACR for the year 2015-16 graded as 'Below Average' was conveyed to the workman vide letter dated 12.04.2021 i.e. after period of 5 years. As per the judgment of our own Hon'ble High Court referred by Learned Representative for the Union reported in **1998 (2) SCT 660 (supra)** is applicable to the facts of the present case to an extent. Accordingly, the adverse remarks conveyed after a delay of period of 5 years, has caused prejudice to the workman and is liable to be ignored. Furthermore, the judgment of Hon'ble Supreme Court of India reported in **2013 AIR SC 2741 (supra)** is also applicable to

the facts of the present case. As per the ratio of the ruling, every entry in ACR - poor, fair, average, good or very good must be communicated to a public servant within a reasonable period to enable him to make representation for upgradation of remarks entered in the ACR. The argument advanced by Learned Law Officer that as per letter of the Govt. of Punjab dated 04.03.2022, the ACP cannot be granted w.e.f. 01.07.2021 and after that date till the time recommendation of 6th Punjab Pay Finance Commission are not received, is misconceived because by letter dated 15.12.2021, the accrued rights which have been accrued to an employee before 15.12.2021 cannot be denied. The benefit of ACP Scale had accrued to the workman on 15.12.2006 when the Chandigarh Administration, U.T. Chandigarh adopted the instructions of the State of Punjab dated 03.11.2006 whereby ACP Scales have been allowed on completion of 4, 9, 14 year of service. The workman has completed more than 16 years of service on 15.12.2006 and order dated 18.05.2023 to the extent of denial of ACP benefit to the workman on completion of 4, 9, 14 years of service is illegal and hereby set aside. Accordingly, the workman is entitled to ACP benefit of ACP Scale on completion of 4, 9, 14 years of service.

16. Learned Representative for the Union argued that the second relief claimed by the workman is that when departmental proceedings concluded in passing of order of imposition of minor punishment, then the pay of the suspension period above the subsistence allowance cannot be denied. If the pay of suspension period above the subsistence allowance is denied, that will cost more harshly to employee than to the substantive punishment given to the employee. If pay of suspension period is denied, in that case period of suspension shall not be counted for the purpose of seniority, annual increment and pensionary benefits. Therefore, by passing order of denial of pay above the subsistence allowance amounts to permanent loss of the said period which may have more penal consequences than the substantive order of punishment passed for the alleged misconduct. In Para 11 of affidavit Exhibit 'AW1/A' and as per order dated 18.05.2023 / Exhibit 'W12', the details of the departmental proceedings are given which had concluded in passing of minor punishments but at the same time pay of the suspension period beyond the subsistence allowance has been denied, which action is illegal, *void ab-initio* being against rules and settled law. To support his argument, Learned Representative for the Union referred the judgment titled as *Swaranjit Singh Vs Haryana State Electricity Board & Anr.* reported in **2015 (3) SCT 317 P & H**.

17. On the other hand, Learned Law Officer argued that the workman has challenged the punishment orders dated 06.02.1991 after 32 years, dated 02.01.1996 after 27 years, dated 15.09.2009 after 14 years, dated 25.03.2003 after 20 years, dated 18.05.2004 after 19 years and dated 20.04.2018 after 5 years mentioned at Sr. No. a. to f. in Para 11 of affidavit / Exhibit 'AW1/A' and demand notice dated 03.07.2023. The workman raised Industrial Dispute challenging the legality of above orders on 03.07.2023 i.e. after a delay of about 5 to 32 years without offering any explanation of delay. Thus, the demand notice-cum-statement of claim is liable to be dismissed on this ground alone.

18. In the present case, the workman has not disputed that the punishment orders under challenge were passed by the department - management after adopting due procedure of law. The grievance of the workman is that vide the punishment orders apart from awarding minor punishment of withholding increment / increments with or without cumulative effect, the workman's pay of the suspension period has been limited to the subsistence allowance already paid. The proposition of law is that when a minor punishment is imposed, the withdrawal of the benefits for the period of suspension would not be justified. The law laid down by our own Hon'ble High Court in judgment reported in **2015 (3) SCT 317 (supra)** is applicable to the facts of the present case to an extent but the ground is raised by the workman to challenge the punishment orders dated 06.02.1991, 02.01.1996, 15.09.2009, 25.03.2003, 18.05.2004 and 20.04.2018 after a period of about 5 to 32 years, cannot be entertained in view of the law laid down by Hon'ble Supreme Court of India, in *Civil Appeal*

No.1852 of 1989 with Civil Appeal No.4772 of 1989 titled as **State of Punjab Vs Gurdev Singh & Ashok Kumar, decided on 21.08.1991**, referred by Learned Law Officer, wherein it has been held that in the absence of any challenge to the punishment order within the prescribed limitation period, the Court could not have looked into the said aspect.

19. In the present case, the workman has not been able to rebut that even the void orders are to be challenged within a period of three years. The declaration sought by the workman that the punishment orders are illegal whereby the pay of suspension period is limited to subsistence allowance already paid is governed by Article 113 of the Limitation Act, 1963. The punishment orders in this case are challenged much after the expiry of three years from the date when the right to sue accrues. The right to sue accrued to the workman on the date when the respective punishment orders were passed.

20. The claim of the workman seeking to set aside punishment orders is barred by limitation. Consequently, the relief sought by the workman seeking to set aside punishment orders dated 06.02.1991, 02.01.1996, 15.09.2009, 25.03.2003, 18.05.2004 and 20.04.2018 is declined.

21. Accordingly, this issue is partly decided in favour of the Union / workman to the extent of grant of ACP benefit on completion of 4, 9, 14 years of service and partly decided against the management.

Relief :

22. In the view of foregoing finding on the issue above, this industrial dispute reference is partly allowed and answered in favour of the Union to the extent of grant of ACP benefits to the workman on completion of 4, 9, 14 years of service and re-fixation of pay of the workman accordingly & release of consequential benefits thereof. The management is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this Award till it's realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

Dated : 03.04.2025 .

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 19th May, 2025

No. 13/2/149(449028)-HII(2)-2025/7594.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **48/2024** dated **03.04.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

CHANDIGARH TRANSPORT UNDERTAKING EMPLOYEES UNION, CHANDIGARH IN
RESPECT OF SH. ASHWANI KUMAR - CONDUCTOR NO. 748. (Union)

AND

DIVISIONAL MANAGER, C.T.U., U.T., CHANDIGARH. (Management)

AWARD

1. Vide Endorsement No.13/2/149-HII(2)-2024/13536 Dated 30.08.2024 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the demand notice dated 24.02.2023 in respect of Shri Ashwani Kumar - Conductor No.748 (*here-in-after in referred "workman"*) raised by the Chandigarh Transport Undertaking Employees Union (*here-in-after referred "Union"*) upon The Divisional Manager, C.T.U., U.T. Chandigarh (*here-in-after in referred "management"*) under Section 2(k) of the Industrial Disputes Act, 1947 (*here-in-after in short referred "ID Act"*) in following words :-

"Whether the demand raised in the demand notice dated 24.02.2023 by the Chandigarh Transport Undertaking Employees Union Chandigarh in respect of Sh. Ashwani Kumar, Conductor No.748 and the Divisional Manager, C.T.U. U.T., Chandigarh are genuine and justified. If so, to what effect and to what relief the Union/Workers are entitled to, if any ?"

2. Upon notice, the Union appeared through its Representative, who made the statement that demand notice dated 24.02.2023 may be treated as statement of claim.

3. Briefly stated the averments of demand notice-cum-statement of claim under Section 2(k) of ID Act are that on 24.02.2023 a meeting of Chandigarh Government Transport Worker's Union, CTU, Chandigarh was held and it was unanimously resolved that injustice has been done with the workman at the hands of the management by passing illegal order of punishment dated 12.11.2020 (received on 25.01.2021) whereby two increments of the workman have been stopped with cumulative effect illegally and further pay of the suspension period was limited to subsistence allowance already paid. Workman filed an appeal against the illegal order dated 12.11.2020 within time, but Appellate Authority without appreciating the grounds of appeal, dismissed the appeal of the workman vide order dated 12.10.2022/26.10.2022. Therefore, Union has now decided to fight for justice on his behalf by raising demand notice and file the case on his behalf before the Assistant Labour Commissioner and Labour Court/Labour Tribunal, U.T. Chandigarh. Further, Union has authorised President and Secretary of the Union to pursue the case on behalf of the Union/Workman and to sign necessary pleadings in respect of the same and to engage the services of authorised Representative to represent the Union before the Assistant Labour Commissioner and Labour Court/Labour Tribunal, U.T. Chandigarh.

4. It is further averred that the workman was illegally charge-sheeted as per charge-sheet dated 06.06.2016 on the basis of false report submitted by the checking staff. Workman replied to the charge-sheet but without appreciating the well-reasoned reply of the workman, Inquiry Officer was appointed. The workman had specifically stated in his reply that workman had issued tickets to all the passengers and no one was without tickets at the time of checking. Soon after, the false report was made against the workman. The workman had brought this fact in the knowledge of the higher Authority. The Inquiry Officer have not conducted the inquiry in a fair and proper manner. In spite of the fact that there was no material on record against the workman, the Inquiry Officer submitted his report against the workman. After receiving the copy of inquiry report, workman again made a detailed representation but without appreciating the same punishing authority passed an order of punishment dated 01.10.2020/12.11.2020 whereby two increments of the workman have been stopped with cumulative effect and further pay of suspension period has been limited the subsistence allowance already paid. Against the order of punishment dated 01.10.2020/12.11.2020, workman filed an appeal to the Appellate Authority, registered as Appeal No.005 of 2021. The Appellate Authority without properly appreciating the material facts on the record and grounds of appeal in the light of mandate of Rule 19 of Punjab Civil Services (Punishment & Appeal) Rules, 1970, as made applicable to employees of Chandigarh Administration, dismissed the appeal of the workman vide order dated 12.10.2022/26.10.2022. The order of punishment dated 01.10.2020/12.11.2020 and the order passed by the Appellate Authority dated 12.10.2022/26.10.2022 are illegal and against the rules, therefore, same deserves to be set aside amongst others on the following grounds :-

- a) The charge-sheet is misconceived and fabricated. One side it is alleged in the report that the workman had not issued ticket to alleged passenger after collecting fair and on the other side during inquiry, Inspector admitted that passenger had told him that conductor had given ticket to her. There is no allegation of passenger that workman had not issued ticket after collecting fair.
- b) The inspecting staff neither check the cash of the workman nor believed the statement of passenger who was allegedly found without ticket and nowhere stated that workman had not issued ticket after collecting fair from her. CTU have issued instructions dated 13.12.2007, 03.06.1999, 03.03.1987 regarding procedure to be followed by the checking staff in order to avoid false implication of Conductors.
- c) The Inquiry Officer as well as the punishing authority and Appellate Authority failed to consider the defence of the workman and evidence of the passenger alleged to be found without ticket. The passenger had admitted before the Inspector that conductor had issued ticket to her but she could not produce the same. It was fault of the passenger who could not produce the ticket and not of the workman.
- d) The Inquiry Officer has not conducted the inquiry proceedings in a fair and proper manner and as per Rules. Findings of the Inquiry Officer are perverse and this is a case of no evidence.
- e) The order of punishing authority is non-speaking.
- f) The allegations levelled in the charge-sheet have not been proved.
- g) The Inquiry Officer as well as punishing authority and Appellate Authority failed to appreciate the fact that before checking staff, Inspector had taken the ticket box in his possession and while returning the same, the Inspector took away unpunched tickets without consent of the workman and made false report.
- h) The checking Inspector failed to give detailed report on the way bill which was mandatory as per the instructions dated 13.12.2007, 03.06.1999 and 03.03.1987.

- i) The punishing authority and Inquiry Officer failed to appreciate the note given by the workman on the way bill.
- j) The punishing authority failed to appreciate the letter submitted by the alleged passenger which was on record wherein the passenger stated that on 20.05.2016 she travelled from Patiala to Zirakpur and had purchased ticket after paying ₹ 50/- but inadvertently she could not produce the same to the Inspector at the time of checking and now producing the same.
- k) The findings of the Inquiry Officer that it is not clear how the letter came on record, is wrong. In this respect, it is submitted that letter sent by the passenger is official record of the department in regular course of business and it was for the official to explain how the letter of passenger became part of official record and was produced by the department before the inquiry officer, therefore, same cannot be doubted. Even if there is some doubt, the benefit of doubts goes in favour of the delinquent.
- l) The findings of the Inquiry Officer that the passenger was not sure whether she purchase ticket or not is wrong because subsequently, she had produced the ticket which is now part of inquiry file.
- m) The finding of the Inquiry Officer at Point No.4 in which it is admitted that ticket No.0097127 (D.V.) of ₹ 50/- was issued before closing numbers of the tickets by Inspector after checking, had shown his doubt which is wrong and without basis.
- n) The alleged ticket No.0097127 (D.V.) of ₹ 50/- was produced on record by passenger alleged to be found without ticket along with her statement, which was issued before taking into possession the ticket box by the checking staff and before closing the ticket numbers.
- o) The Appellate Authority had not properly appreciated the material on record as well as grounds of appeal.
- p) The Inquiry Officer, punishing authority and Appellate Authority held the workman on guilty on the basis of suspicion. It is settled law that suspicion how so ever strong cannot take place of proof, even in the departmental inquiry.

5. It is further averred that workman made several requests to the management to withdraw the illegal orders but all in vain. Hence, the present demand notice. It is further averred that by means of this demand notice, the management is once again called upon to withdraw the illegal orders of punishment dated 01.10.2020/12.11.2020 and order of appellate authority dated 12.10.2022/26.10.2022 and to release all the monetary benefits to the workman along with interest @ 12% p.a. within a period of 15 days from receipt of this demand notice.

6. On notice, management appeared through Sh. Yadwinder Singh - Law Officer. The management neither filed written statement despite availing repeated opportunities nor paid the cost as imposed vide order dated 14.01.2025. Thus, vide order dated 30.01.2025, the defence of the managements No.1 & 2 was struck off.

7. For the adjudication of the case, in terms of reference order dated 30.08.2024, the following issues were framed vide order dated 30.01.2025 :-

- 1. Whether the demand raised in the demand notice dated 24.02.2023 by the Chandigarh Transport Undertaking Employees Union is genuine and justified? if so, to what effect and to what relief the Workers Union/Workman is entitled to, if any? OPW
- 2. Relief

8. In evidence, Union examined workman Ashwani Kumar as AW1, who tendered his affidavit Exhibit 'AW1/A' along with documents i.e. original charge-sheet bearing No.6236TA-I, II, III/HO/CTU/2016 dated 06.06.2016 issued to him by Director Transport Chandigarh vide **Exhibit 'W1'**, copy of reply dated 27.06.2016 to the charge-sheet dated 06.06.2016 vide **Exhibit 'W2'**, original inquiry report dated 08.07.2020 vide **Exhibit 'W3'**, copy of punishment order dated 01.10.2020 / 12.11.2020 passed by Director Transport U.T. Chandigarh vide **Exhibit 'W4'**, copy of appeal dated 11.02.2021 against the punishment order dated 01.10.2020 / 12.11.2020 vide **Exhibit 'W5'**, order dated 12.10.2022 passed in Appeal No.005 of 2021 by the Home Secretary-cum-Secretary Transport, Chandigarh Administration vide **Exhibit 'W6'**, copy of instruction orders dated 03.03.1987, 03.06.1999 and 13.12.2007 vide **Exhibit 'W7' to Exhibit 'W9'** respectively and copy of way bill vide **Exhibit 'W10'**.

9. On 18.02.2025 Sh. Joginder Singh, Data Entry Operator O/o CTU Chandigarh tendered on record copy of inquiry file of workman Ashwani Kumar, C-748 against order dated 12.11.2020 consisting of pages No.1 to 72.

10. On 02.04.2025, Learned Representative for the workman closed evidence.

11. I have heard arguments of Learned Representative for the Union and Learned Law Officer for the management and perused the judicial file. My issue-wise finding are as below :-

Issue No. 1 :

12. Onus to prove this issue is on the workers Union/Workman.

13. Under this issue, the Union examined workman Ashwani Kumar, C.No.748, who vide his affidavit Exhibit 'AW1/A' deposed the averments of demand notice dated 24.02.2023-cum-statement of claim in toto which are not reproduced here for the sake of brevity. AW1 supported his oral version with documents Exhibit 'W1' to Exhibit 'W10'.

14. Learned Representative for the Union argued that the allegations against the workman are that at the time of checking on 20.05.2016, one passenger was found without ticket who was travelling from Patiala to Zirakpur from whom the workman had collected fair of ` 50/- and not issued the ticket. It is further argued by Learned Representative for the Union that the allegations were totally false. Workman denied these allegations and had made a note on the way bill that wrong complaint has been made against him. The passenger was travelling from Patiala to Zirakpur and had been given ticket after collecting ` 50/-. After reaching at Chandigarh, the workman had made a report against the Inspector for making false report against him. In fact, the passenger had purchased the ticket but she could not produce the same at the time of checking. Later the said passenger sent a letter on 22.05.2016 to the punishing authority along with ticket worth ` 50/-, soon after she located the ticket. The letter and ticket are on the record of inquiry file. If the ticket at internal page 15 of inquiry file is compared with way bill of that date at internal page 5 of inquiry file, it would show that ticket number 0097127 produced by the passenger, was issued before closing number on way bill, after the checking by Inspector himself on 20.05.2016 i.e. soon after checking closing number on page 5 in way bill is 97131. In view of the above facts, it is cleared that the findings of the Inquiry Officer as well as that of punishing authority are perverse. If Inquiry Officer as well as punishing authority would have consider the complaint of the workman made soon after the checking, statement of the alleged passenger given to the checking Inspector, the letter along with ticket of ` 50/-, in that case no one can give findings as given by Inquiry Officer and punishing authority.

15. On the other hand, Learned Law Officer for the management argued that the punishment order dated 01.10.2020 / 12.11.2020 has been passed against the workman after holding inquiry according to

the due procedure of law. Besides, the Inquiry Officer had considered the entire evidence on record including the defence evidence. Therefore, the findings of the Inquiry Officer and the order of punishment dated 01.10.2020/12.11.2020 is just and legal. The Appellate Authority has passed an order dated 12.10.2022/26.10.2022 after considering the inquiry report, punishment order under challenge as well as after providing opportunity of personal hearing to the workman. Thus, order dated 12.10.2022/26.10.2022 of Appellate Authority is also just and legal.

16. To my opinion, the perusal of complete inquiry file would show that in order to investigate the allegation of misconduct against the workman that on 20.05.2016, the checking staff found one lady passenger travelling in the bus from Patiala to Zirakpur was found without ticket, although the workman who was deputed as Conductor of the said bus had collected a fare of ₹ 50/- from the said lady passenger but did not issue a ticket to him, the department - management has adopted a complete process of inquiry proceedings. The workman did not dispute that he has been issued charge-sheet, to which he filed reply, an impartial inquiry officer was appointed to conduct the inquiry, evidence was presented, witnesses were examined and the workman was given a chance to defend himself. It is also not disputed by the workman that the inquiry officer submits a report with findings and based on the report, the punishing authority passed the punishment order dated 01.10.2020/endorsement dated 12.11.2020. The workman availed an opportunity to file an appeal and the appeal was dismissed by the Appellate Authority vide its order dated 12.10.2022/endorsement dated 26.10.2022. Thus, there is no procedural defect in the inquiry proceedings. Moreover, workman / AW when put to cross-examination admitted as correct that he was served charge-sheet / Exhibit 'W1'. AW1 admitted as correct that regular inquiry was conducted in relation to charge-sheet Exhibit 'W1'. AW1 admitted as correct that he was joined in the inquiry proceedings, filed reply to the charge-sheet and he was given personal hearing by the Inquiry Officer. The workman's plea that his defence evidence was not appreciated is devoid of merits because the Inquiry Officer in his inquiry report dated 08.07.2020 has recorded his findings. The relevant portion of the inquiry report (internal page No.43 & 44) of Inquiry Report dated 08.07.2020 is reproduced as below :-

"The factual position is that bus no. CH01G-8896 of Route No.50 was checked by the inspectorate staff on dated 20.05.2016 at Rajpura and the Delinquent official Sh. Ashwani Kumar, C.No.748 was on duty with the said bus. During the checking, Sh. Gurpal Singh, Inspector found that one lady passengers was travelling without tickets from Patiala to Chandigarh. And accordingly he made the report. Two unpunched tickets bearing no. 0097128 of DV series of deno. Rs.50/- & 0064364 of LW series of deno. Rs.20/- were taken from the delinquent official and note on the way bill was given for fraud of Rs.70/- by the checking staff.

I am not satisfied with the defence taken by the charged official on following points:

- 1. The letter addressed to Director Transport which is claimed to be sent by the passenger seems to be concocted one as the same is unsigned and moreover source of sending is not clear whether she personally visited the office of C.T.U. Dairy Branch and dairy the same or by through postal or through email as there is no postcard/envelope or email address is mentioned on it.*
- 2. As per the statement of the Inspector without ticket lady passenger took the plea that she forget whether she took the ticket or not which is not easy to digest at how one can forget that she took the ticket or not.*

3. *The day charged official give his representation that the lady promised me as to when she found the ticket she will send to the CTU office and the same is received in the office on the same day this co-incidence also creates suspicion in my mind.*
4. *The ticket submitted by her is last ticket i.e. ticket No. 0097127 (DV) of Rs. 50/- which is exactly before the unpunched ticket No.0097128 which was submitted by the Inspectorate staff also gives the birth of doubt.*

Thus keeping in view the above discussion, record of the file and statement of prosecution witness, I am of the view that the prosecution successfully established the charges against Sh. Ashwani Kumar, Conductor No.748.

*Therefore, the undersigned held the charges leveled against Sh. Ashwani Kumar, Conductor No.748 vide Memo No.6236/TA-I,II & III/HO/CTU/2016 dated 06.06.2016 **Stand Proved.**"*

17. In view of the discussion made above, no ground is made out to revisit the findings of the Inquiry Officer.

18. Learned Representative for Union further argued that when the departmental proceedings concluded in passing of order of imposition of minor punishment, the pay of the suspension period above the subsistence allowance cannot be denied. If the pay of suspension period above the subsistence allowance is denied, that will cost more harshly to employee than to the substantive punishment given to the employee. If pay of suspension period is denied, in that case period of suspension shall not be counted for the purpose of seniority, annual increment and pensionary benefits. Therefore, by passing order of denial of pay above the subsistence allowance amounts to permanent loss of the said period which may have more penal consequences than the substantive order of punishment passed for the alleged misconduct. Vide punishment order dated 01.10.2020/12.11.2020 and order of appeal dated 12.10.2022/26.10.2022 under challenged, the departmental proceedings had concluded in passing of minor punishments but at the same time pay of suspension period beyond the subsistence allowance has been denied which action is illegal, void ab-initio being against rules and settled law. To support his argument, Learned Representative for the Union referred the judgment titled as **Swaranjit Singh Vs Haryana State Electricity Board & Anr.** reported in **2015 (3) SCT 317 P & H.**

19. On the other hand, Learned Law Officer argued that once the workman is held guilty and imposed punishment, then workman is not entitled to full pay of suspension period.

20. To my opinion, in view of the judgment reported in **2015 (3) SCT 317 P & H (supra)**, which is applicable to the facts of the present case to an extent, the departmental inquiry, if ultimately results into order of minor punishment, then the pay of the suspension period above the subsistence allowance cannot be denied. Accordingly, the management is held liable to grant the pay for the period of suspension and all other consequential benefits as admissible.

21. In view of the discussion made above, the punishment order dated 01.10.2020 / Exhibit 'W4' and order of appeal dated 11.02.2021 / Exhibit 'W5' to the extent of stoppage of two increments with cumulative effect are held legal and valid and to the extent of limiting the suspension period from 23.05.2016 to 29.06.2016 to the grant of subsistence allowance only is held illegal and hereby set aside.

22. Accordingly, this issue is partly decided in favour of the workman and against the management.

Relief :

23. In the view of foregoing finding on the issue above, this industrial dispute reference is partly allowed and answered in favour of the Union / workman to the effect that the punishment order dated 01.10.2020

/ Exhibit 'W4' and order of appeal dated 11.02.2021 / Exhibit 'W5', to the extent of limiting the suspension period from 23.05.2016 to 29.06.2016 to the grant of subsistence allowance only, is set-aside. Accordingly, the workman is entitled to full pay for the suspension period after deducting any subsistence allowance already paid. The management is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this Award till it's realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

Dated : 03.04.2025 .

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 19th May, 2025

No. 13/2/150(516325)-HII(2)-2025/7574.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **47/2021** dated **01.04.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

DHARMINDER SINGH S/O SH. NIRMAL SINGH, VILLAGE SOUNDHA, POST OFFICE MULLANPUR KALAN, FATEHGARH SAHIB, SIRHIND). (Workman)

AND

1. M/S DAINIK BHASKAR CORPORATION LIMITED, PLOT NO 280, SARKHEJ GANDINAGAR HIGHWAY, NEAR YMCA CLUB, MAKARBA, AHMEDABAD, GUJRAT - 380051 THROUGH ITS MANAGING DIRECTOR.
2. DAINIK BHASKAR NEWSPAPER, DAINIK BHASKAR GROUP LIMITED, CHANDIGARH UNIT, PLOT NO. 11-12M GROUND FLOOR, DAKSHIN MARG, SECTOR 25, CHANDIGARH - 160036 THROUGH ITS AGM, HR & ADMN. (Management)

AWARD

1. Vide Endorsement No.13/1/9770-HII(2)-2021/4611 Dated 27.04.2021 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the claim application filed by Dharminder Singh (*here-in-after referred "workman"*) to M/s Dainik Bhaskar Corporation Limited & Another (*here-in-after referred "management"*) under Section 17(1) of the Working Journalists & Other Newspaper Employees (Condition of Service) and Miscellaneous Provisions Act, 1955 (*here-in-after in short referred "Act 1955"*) in following words :-

"Whether the arrears of revision of pay to namely Sh. Dharminder Singh S/o Sh. Nirmal Singh, Village Soundha, Post Office Mullanpur Kalan, Fatehgarh Sahib, Sirhind (Workman/Applicant) were to be paid by M/s Dainik Bhaskar Corporation, Plot No. 280, Sarkhej Gandhinagar Highway, Near YMCA Club, Makarba, Ahmedabad, Gujarat - 380051 through its Managing Director and Dainik Bhaskar Newspaper, Dainik Bhaskar Group Limited, Chandigarh Unit, Plot No.11-12, Ground Floor, Dakshin Marg, Sector 25, Chandigarh - 160036 through its AGM, HR & Admn. (Managements) according to the recommendations of the Majithia Wage Board and also as per the direction of the Hon'ble Supreme Court of India under The Working Journalists And Other Newspaper Employees (Conditions of Service) And Miscellaneous Provision Act, 1955 and in compliance of the orders dated 28.04.2015, 12.01.2016, 14.03.2016, 23.08.2016 passed by the Hon'ble Supreme Court of India in CCP No.128/2015 and 129/2015 AND WP (Civil) 246/2011 dated 07.02.2014; if so, to what effect and to what relief he is entitled to, if any ?"

2. Upon notice, the workman appeared through his Representative. Briefly stated the averments of claim application are that the applicant (*here-in-after 'workman'*) was appointed as Helper on 02.01.2014 by

the management of Dainik Bhaskar. The workman has been allotted employees I.D. No.27660. The workman was drawing ₹ 13,500/- as wages including all perks and allowances. The workman is a regular employee of the management and posted at Sirhind. There is no complaint against the work and conduct of the workman. The workman is regularly getting all the benefits payable under different acts and provisions. The services of the workman are regulated under the Act 1955. In view of the Majithia Wage Board Recommendations notified on 11.11.2011 in the gazette of Govt. of India, the pay and other allowances of the workman are required to be re-fixed on the basis of revised rate of wages. The workman has got his arrear calculated from Chartered Accountant for the period w.e.f. 11.11.2011 to 01.11.2020, which in total comes to ₹ 21,69,171/- as per the Majithia Wage Board Recommendations. The workman being a Helper falls within the ambit of Group-6, Factory Staff of Schedule-III (grouping of non-journalist newspaper employee, Factory staff mentioned at Page 33 & 37 of the report). The management deliberately did not implement the recommendations of Majithia Wage Board despite regular demand of employees. Prayer is made that the management may be issued direction for implementation of the recommendations of Majithia Wage Board and workman be paid sum of ₹ 21,69,171/- as arrear of wages along with interest @ 12% p.a. from the date of accrual till actual realisation.

3. On notice, managements No.1 & 2 contested the claim application by filing written statement dated 16.01.2024 wherein it is stated that the workman has filed the present claim petition (*here-in-after 'claim application'*) claiming re-fixation of pay and recovery of ₹ 21,69,171/- as arrears of pay up to 01.11.2020 on account of implementation of recommendation of Majithia Wage Board vide notification dated 11.11.2011 issued by Central Govt., by raising false allegations and presenting fabricated calculation sheet before this Court. The workman does not fall within the definition of 'workman' as defined under Section 2(s) of the ID Act. The submission of resignation is admitted by the claimant (*here-in-after 'workman'*) himself. It is well settled law that admission is the best evidence. The workman has concealed the material facts. In fact, at the time of leaving the answering managements, after putting the resignation, workman had accepted all the service benefits and received full and final amount along with gratuity from the answering managements and nothing remained pending/due. As such, the workman has no right to contest the present statement of claim being not maintainable. The copy of resignation, copy of DD of gratuity and copy of full and final cheque is enclosed with the written statement. Besides, the workman has not fulfilled the requirement under Rule 36 of Act, 1955. In the absence of fulfilling the conditions precedent for initiating action under Section 17 of Act 1955, no proceedings could have been initiated by the management against the workman. The proceedings in question are void *ab-initio*. The claim application is time barred. The workman has annexed calculation sheet showing turn-over of the management only to get the benefit from the answering management which is a dispute in question of fact and cannot be decided in summary proceedings before this Court. The basis of calculation sheet is not indicated by the workman and the identity of the person who computed the said amount is not revealed. The answering managements do have the spirit to honour the judgment of Hon'ble Supreme court of India but in the present claim application, the workman is not entitled for any benefit in compliance of the judgments delivered by Supreme Court of India. The amount claimed by the workman is based on non-existing right, hence the present claim application is not maintainable. As per the group of the workman and class of newspaper establishment, the workman has received the wages and other benefits more than the Majithia Wage Board Recommendations. The management is paying wages as per Clause 20(j) of Majithia Wage Board Recommendations which is part of the notification and has full force of law and cannot be ignored. The employees were informed about the recommendations and option under Clause 20(j) of Majithia Wage Board by affixing copy of the recommendations of Majithia Wage Board on the notice board of the company. The management has fully complied with the provisions of the recommendation of Majithia Wage Board notified on 11.11.2011. Workman has voluntarily opted to obtaining his existing right and existing emoluments as per Clause 20(j) of Majithia Wage Board but the workman has prepared the calculation sheet whimsically without considering the class of the management Chandigarh Establishment and his also not mentioned

the same and has also not put any document to show the calculation of the management Chandigarh Establishment. The D. B. Corp. Ltd. is a group of businesses including Textile, My FM, Digital Media, Real Estate, Power and Denim. As per recommendations of Majithia Wage Board, only the business of newspaper i.e. circulation and advertisement of newspaper shall be counted. Rest of the averments of statement of claim are denied as wrong and prayer is made the statement of claim may be dismissed with cost.

4. Replication not filed. From the pleadings of parties, following issues were framed vide order dated 30.07.2024 :-

1. Whether the arrears of revision of pay to workman were to be paid by the management, according to the Recommendation of Majithia Wage Board and as per the direction of Hon'ble Supreme Court of India under The Working Journalists and Other Newspaper Employees (Condition of Service) and Miscellaneous Provision Act, 1955 and in compliance of the orders of Hon'ble Supreme Court of India in CCP No.128/2015 and 129/2015 and WP (Civil) 246/2011, if so, to what effect and what relief he is entitled to ? OPW
2. Whether the workman does not fall within the definition of 'workman' as defined under Section 2(s) of the I.D. Act.? OPM
3. Whether the claim application is not maintainable ? OPM
4. Whether the present Industrial Dispute Reference is not maintainable ? OPM
5. Relief.

5. In evidence, workman Dharminder Singh examined himself as AW1 and tendered copy of Recommendation of Majithia Wage Board notified on 11.11.2011 vide Exhibit 'AW1/1'. It is pertinent to mention here that initially on 11.09.2024, Learned Representative for workman closed evidence. Later on, it came to the notice that the testimony of AW1 was recorded in ex-parte evidence and opportunity to cross-examine the witness was not provided to the management. Vide order dated 03.02.2025, the management was provided an opportunity to cross-examine AW1 and cross-examination of AW1 was recorded on 18.03.2025. Thereafter, Learned Representative for workman closed evidence in affirmative on 18.03.2025.

6. On the other hand, management examined MW1 Avdhesh Gaur who tendered his affidavit Exhibit 'MW1/A' along with documents i.e. copy of his identity card vide **Exhibit 'M1'**, authorisation letter dated 17.10.2024 issued in his favour vide **Exhibit 'M2'**, resignation letter dated Nil addressed from the workman vide **Exhibit 'M3'**, acceptance of resignation on dated 14.06.2021 through e-mail vide **Exhibit 'M4'**, copy of full and final slip for the month of June, 2021 vide **Exhibit 'M5'**, copy of full and final receipt dated 27.07.2021 vide **Exhibit 'M6'**, copy of cheque No.832359 dated 29.06.2021 issued in favour of Dharminder Singh, drawn on IDBI Bank vide **Exhibit 'M7'**, copy of gratuity claim form dated 25.08.2021 vide **Exhibit 'M8'**, copy of demand draft No.016861 dated 21.08.2021 regarding payment of gratuity in favour of Dharminder Singh, drawn on IDBI Bank vide **Exhibit 'M9'**, copy of declaration form dated 02.01.2014 vide **Exhibit 'M10'**, copy of balance sheet of Dainik Bhaskar, Chandigarh as on 31.03.2008 vide **Exhibit 'M11'**, copy of balance sheet of Dainik Bhaskar, Chandigarh as on 31.03.2009 vide **Exhibit 'M12'**, copy of balance sheet of Dainik Bhaskar, Chandigarh as on 31.03.2010 vide **Exhibit 'M13'** and copy of certificate of Registration of Newspaper for India (RNI) of Chandigarh vide **Exhibit 'M14'**.

7. Learned Representative for management closed oral evidence on 16.01.2025 and closed documentary evidence on 03.02.2025.

8. When the case was at the stage of rebuttal evidence, parties effected compromise. On dated 01.04.2025, Avdhesh Gaur - Deputy Manager, H.R. & Admin, Dainik Bhaskar got recorded his statement which is reproduced as below;

"Stated that the management has arrived at settlement with the workman. As per the settlement, I hereby tender amount of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) by way of A/c Payee Cheque bearing No.707425 dated 29.03.2025 drawn on IDBI Bank in favour of workman - Dharaminder Singh, towards full and final settlement. Copy of the above cheque is Ex. C-1."

The statement of Avdhesh Gaur was counter-signed by his Representative.

9. On the other hand, on 01.04.2025, workman Dharaminder Singh got recorded his statement which is reproduced as below :-

"Stated that I have heard the statement of Shri Avdhesh Guar, Deputy Manager - H.R. & Admin, Dainik Bhaskar got recorded by him today in the Court and I agree with the same. I have received amount of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) by way of A/c Payee Cheque bearing No.707425 dated 29.03.2025 drawn on IDBI Bank in my favour towards full and final settlement. Self-attested copy of my aadhar card is Exhibit C-2. I do not press the present statement of claim/Industrial Dispute Reference being settled. The same may be disposed off accordingly."

The statement of workman was counter-signed by his Representative.

10. Heard. In view of the above statements, this industrial dispute is disposed off settled by way of compromise. In view of the compromise, the issues No.1 to 4 have become redundant, thus stands disposed off accordingly. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

Dated : 01.04.2025 .

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 19th May, 2025

No. 514941-HII(2)-2025/7606.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **51/2024** dated **04.04.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RAJESH KUMAR ARORA, S/O SH. KEWAL KRISHAN, H.NO.3153/2, SECTOR 44-D,
CHANDIGARH. (WORKMAN)

AND

M/S PRABHAT DAIRY, PLOT NO. 37/4, TTC INDUSTRIAL AREA, MIDC TARBHE NAVI
MUMBAI, MAHARASHTRA THROUGH ITS MANAGER. (MANAGEMENT)

AWARD

1. Rajesh Kumar Arora, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman was appointed by the management as Sales Representative on 01.08.2017 for the State of Chandigarh. The workman was allotted employee code No.1005618. The workman remained in the uninterrupted employment up to 03.07.2018 when his services were illegally & wrongly terminated by refusing of work. At the time of termination, the workman was drawing ` 17,755/- per month as wages plus travelling allowance of ` 200/- per day for local and ` 300/- for out of local area excluding bus fare and night stay charges. The wages were being paid through Bank of Maharashtra, H.O. Lukmangel, Shivai Nagar, Pune - 411005. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. For his reinstatement the workman served upon the management a demand notice dated 11.11.2022. The management neither replied the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention but no settlement could be made possible within the stipulated time. The action of the management while terminating the services of the workman is illegal, wrong, motivated, against the principles of natural justice and unfair labour practice. The workman remained unemployed from the date of termination till date. Prayer is made that the workman may be reinstated with continuity of service, full back wages and all attendant benefits.

3. Notice to the management issued for 25.09.2024 through registered post received back undelivered with the postal endorsement 'left without instructions'. Upon filing of fresh / correct address, the management was again summoned through registered post for 28.11.2024. As per track consignment report of Postal

Authorities, RC was delivered to the addressee (here-in management) on 13.11.2024. On 28.11.2024 none appeared on behalf of the management despite service and the management was proceeded against ex-parte.

4. Today i.e. on 04.04.2025 Learned Representative for the workman got recorded his statement, which was recorded separately and reproduced as below :-

"Stated that due to technical defect, I do not intent to proceed further with the present Industrial Dispute Reference. The same may be disposed off being not pressed with liberty to file the same afresh."

5. Heard. In view of the above statement, the present industrial dispute is disposed off being not pressed with liberty to file the same afresh. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

Dated : 04.04.2025 .

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

Secretary Labour,
Chandigarh Administration.

CHANGE OF NAME

I, Soniya W/o Arvind kumar R/o # 2100, Sector 25-D, Chandigarh, have changed my name to Monika.
[803-1]

I, Rinki Devi W/o Tarkeshwar Prasad Sharma R/o # 363/2, V. Mauli Jagran, Chandigarh (UT)-160102, have changed my name to Rinku Devi.
[804-1]

I, Sunita Ghai W/o Vipul Ghai R/o H. No. 1512, Top Floor, Sector 38-B, Chandigarh Pin-160036, have changed my name to Parnita Ghai.
[805-1]

I, Amarjeet Singh S/o Shri Amrik Singh R/o # 3519, Sector 35-D, Chandigarh, have changed my name from Amarjeet Singh to Amarjeet Singh Lamba.
[806-1]

I, Kamla Kumari Thadarai W/o Santa Bahadur Thadarai R/o H. No. 4078, Sector 46-D, Chandigarh, changed my name Kamala Kumari Thadarai.
[807-1]

I, Rajvinder Kaur Wife of Ram Chander R/o House No. 835A, Sector 47-A, Chandigarh, have changed my name from Rajvinder Kaur to Rajvinder Kour.
[808-1]

I, M D Taukeer Raji S/o Md Javed Akhtar, Resident of House No. 3079A, Tribune Colony, Sector 29-D, Chandigarh, have changed my name from M D Taukeer Raji to Md. Taukeer Raji.
[809-1]

I, Raj Kumar S/o Kashmira Singh R/o # 2327, Phase-2, Ramdarbar, Chandigarh, have changed my minor daughter's name from Harsika to Harshika.
[810-1]

I, Surbir Singh S/o Sunia R/o House No. 155, Sector-52, Kajheri, Chandigarh, declare that I have changed my name from Surbir Singh to Surbir singh Panwar. Concerned please note.
[811-1]

I, Ashok Kumar S/o Shyamnadan Prasad, R/o # 169B, Sector 51-A, Chandigarh, have changed my minor daughter name from Bhawna to Bhawna Sinha.
[812-1]

I, Ashok Kumar S/o Shyamnadan Prasad, R/o # 169B, Sector 51-A, Chandigarh, have changed my minor daughter name from Bhawna to Bhawna Sinha.
[813-1]

I, Ashok Kumar S/o Shyamnadan Prasad, R/o # 169B, Sector 51-A, Chandigarh, have changed my minor daughter name from Bhawna to Bhawna Sinha.
[814-1]

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